

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

STEPHEN D. CAIAZZO,

Plaintiff,

v.

THE MEDALLION INSURANCE
AGENCIES, INC.,
Defendant

CIVIL ACTION NO. 04-12627 RCL

DEFENDANT'S STATEMENT OF UNDISPUTED MATERIAL FACTS

Defendant, The Medallion Insurance Agencies, Inc. ("Medallion"), submits this Statement of Undisputed Material Facts in support of its Motion for Summary Judgment.

1. Stephen Caiazzo ("Caiazzo") operated Donna's Pub, Inc. d/b/a Cai's Food & Spirit from approximately 1990-1997 or 1998. Exhibit 1, Deposition of Caiazzo, day one, p. 30.
2. Caiazzo operated Jenna's Pub, Inc. d/b/a Scuttlebutts ("Scuttlebutts") from 1998 through September of 2001. Exhibit 1, Deposition of Caiazzo, day one, p. 31.
3. Caiazzo, on behalf of Cai's and Scuttlebutts, obtained insurance through Medallion from approximately 1994 - 2001. Exhibit 2, Affidavit of Jean D'Addario, ¶3.
4. Caiazzo obtained an insurance agent's license in the Commonwealth of Massachusetts. Exhibit 1, Deposition of Caiazzo, day one, 18-19.

"Disability Policy" Claim

5. Caiazzo claims he had an "Income Disability Package" in effect when he became disabled in August 2001. He said he had this alleged coverage in place for "a good many years", probably between 1995 and 2001 through Medallion - - yet in this case has failed to

- provide any evidence whatsoever it existed. Exhibit 1, Deposition of Caiazzo, day one, pp. 136-142; Exhibit 3, Deposition of Caiazzo, day two, p. 21.
6. Caiazzo failed to provide any cancelled checks to reflect he paid for an income disability policy. Exhibit 4, correspondence from counsel.
 7. Caiazzo claims his income disability policy was part of the package policy financed through Standard Funding but the documentation from Standard Funding does not support this assertion. Exhibit 1, Deposition of Caiazzo, day one, pp. 144-45.
 8. The financing agreement clearly indicates the types of insurance being financed (LIAB - general liability; LLL - liquor liability and W/C - worker's compensation) and does not indicate that an income disability policy was financed. Exhibit 5, Standard Funding Agreement dated 3/22/01; Exhibit 1, Deposition of Caiazzo, day one, p. 146; Exhibit 3, Deposition of Caiazzo, p. 17.
 9. Caiazzo has no documentation to support that a disability policy ever existed, or that he made or tried to make any claim under a disability policy with Medallion. Caiazzo's testimony with respect to this purported disability coverage is hopelessly confused, conflicted, and devoid of documentary support. Exhibit 1, Deposition of Caiazzo, pp. 138 - 162.
 10. Caiazzo is not able to identify the particular policy which Medallion failed to place, nor is he able to state or identify the extent to which any such policy would have covered his alleged loss of income damages. Exhibit 1, Deposition of Caiazzo, pp. 138 - 162; Exhibit 3, Deposition of Caiazzo, pp. 9-21; Exhibit 5, Caiazzo's Answers to Interrogatories, Answer No. 8.

11. Attorney Collins never saw a disability policy issued to Caiazzo. He investigated whether a disability policy existed upon which to make a claim on behalf of Caiazzo and determined there was not a policy in existence. Exhibit 24, Deposition of Collins, day two, pp. 14-15; 32.
12. Caiazzo did have a worker's compensation policy and in fact, made a claim on the worker's compensation policy directly. Exhibit 12, worker's compensation cover letter; Exhibit 26, notice of worker's compensation claim. Caiazzo received a settlement of \$24,000 as a result of the worker's compensation claim. Exhibit 1, Deposition of Caiazzo, pp.165-167.

Property Claim

13. In December 2000, Scuttlebutts' insurance was cancelled due to non-payment to the finance company. Exhibit 6, Cancellation Credit.
14. Medallion issued Scuttlebutts a quote for rewrite of the package (property and general liability coverage) and liquor liability policies on January 9, 2001. Exhibit 7, Quotations; Exhibit 1, Deposition of Caiazzo, day one, p. 215.
15. Caiazzo declined the quote as too expensive and wanted to reduce the premium. Exhibit 1, Deposition of Caiazzo, day one, p. 212.
16. Caiazzo then operated the bar without any insurance at all during the approximate period between January and March 2001, apparently because of financial problems, because he requested a re-quote after reporting that his receipts were "down dramatically." Exhibit 8, Medallion request for re-quote.
17. Medallion issued a quotation for Scuttlebutts on or about March 15, 2001, which included

- coverage for general liability and liquor liability. Exhibit 9, Quotation (the quotation stated, “As discussed, prefer to pass on property due to fact that applicant has been bare.”).
18. Caiazzo declined business property coverage. Exhibit 2, Affidavit of Jean D’Addario, ¶8; Exhibit 10, binder; Exhibit 1, Deposition of Caiazzo, day one, p. 224 (“Q: And that’s because ultimately you wound up purchasing less coverage than what was reflected in Exhibit 12, correct? A: Correct.”).
 19. Scuttlebutts finally secured coverage effective March 22, 2001. Exhibit 10, binder.
 20. Scuttlebutts financed its insurance through Standard Funding and signed a finance agreement. Exhibit 11, Finance Agreement; Deposition of Caiazzo, day one, p. 225.
 21. The general liability, liquor liability and worker’s compensation policies were sent to Caiazzo, who testified he would read them. Exhibit 12, cover letters enclosing policies and general liability policy reflecting no property coverage; Exhibit 1, Deposition of Caiazzo, p. 129.
 22. These policies were cancelled for nonpayment by April 27, 2001. Exhibit 13, Cancellation Notice.
 23. Scuttlebutts operated without coverage until June 15, 2001, when Caiazzo asked to reinstate the policies, and signed a reinstatement warranty covering that period and provided a bank check to cover April, May, and June insurance premiums and to reinstate the coverage for the corporation. Exhibit 14, Reinstatement Warranty and bank check.
 24. Jenna’s Pub, Inc. d/b/a Scuttlebutts (“Scuttlebutts”) declared Chapter 11 bankruptcy on May 31, 2001. Exhibit 15, Bankruptcy Docket Report.

25. The Bankruptcy Court converted the claim to Chapter 7. Exhibit 15, Bankruptcy Docket Report.
26. Scuttlebutts filed a schedule of its personal property as part of the bankruptcy proceeding, which was signed by Caiazzo under the pains and penalties of perjury. Exhibit 16, Personal Property Schedule.
27. Caiazzo seeks to recover in this suit for the personal property sold as a result of the bankruptcy. Exhibit 1, Deposition of Caiazzo, p. 42 - 46; Exhibit 17, referenced deposition exhibits 3, 23, 24, 25A and 25 B.
28. Additional personal property claimed in this suit was not listed as assets of Scuttlebutts in the bankruptcy. Exhibit 17.
29. The Statement of Financial Affairs filed in Bankruptcy Court by Caiazzo under the pains and penalties of perjury did not include this loss or claim as an asset of Scuttlebutts. Exhibit 18, Statement of Financial Affairs.
30. The Statement of Financial Affairs was never revised to reflect this lawsuit. Exhibit 15, Bankruptcy Docket Report.
31. The bankruptcy matter was closed on May 16, 2005. Exhibit 15, Bankruptcy Docket Report.
32. During the pendency of the bankruptcy, on July 18, 2001, Essex Superior Court ruled that Scuttlebutts breached its lease with Salem Laffayette. Exhibit 19, Docket Report; Exhibit 1, Deposition of Caiazzo, day one, p. 195)
33. As a result, the sheriff order Caiazzo to vacate the premises. Exhibit 1, Deposition of Caiazzo, day one, pp. 190-191.

34. Caiazzo claims certain property left at the location to be picked up at a later date, was stolen. Exhibit 1, Deposition of Caiazzo, pp. 192 - 194.
35. Caiazzo, in his individual capacity, makes a claim for this property taken from Scuttlebutts. Exhibit 1, Deposition of Caiazzo, day one, p. 198.
36. Caiazzo's personal property would not be covered under a policy of insurance issued to Jenna's Pub, Inc. d/b/a Scuttlebutts. (See Deposition of Caiazzo, day 1, pp. 198-99, Exhibit 1).
37. Attorney Collins investigated whether a policy existed upon which to make a property loss claim and concluded there was no policy upon which to make a claim. Collins investigated the merits of the property loss claim and determined assets claimed as part of Caiazzo's loss were included in the bankruptcy accounting as assets of Scuttlebutts. Exhibit 24, Deposition of Collins, day two, pp. 20-25.
38. Collins investigated whether Caiazzo could personally recover for the property loss and determined he did not have a good faith basis to make a claim for the property loss on behalf of Caiazzo. Exhibit 24, Deposition of Collins, day two, p. 28; 32.

Liability Claim

39. In 1998, an individual named Joseph Cuttichia sued a corporation known as Donna's Pub Inc. d/b/a Cai's Food & Spirits (hereinafter, "Cai's"), in the Malden District Court. Cuttichia alleged he sustained personal injuries on or about September 13, 1996 as a result of an altercation at Cai's. Exhibit 20, Cuttichia Complaint.
40. Service was made in hand at the corporate business address of Cai's. Exhibit 20.
41. Cai's defaulted, damages were assessed, judgment entered, and an execution issued.

Exhibit 21, Court Orders.

42. Cuttichia later filed suit against Caiazzo, individually, in the Essex Superior Court, to pierce the corporate veil and enforce the underlying judgment. Exhibit 22, Complaint.
43. Once again, Caiazzo failed to appear and default judgment was entered against Caiazzo in his individual capacity. Exhibit 22, Court Orders. In her December, 2002 order on the default judgment, Judge Kottmyer specifically found that Mr. Caiazzo did not appear although notices were given. *Id.*
44. Essex Superior Court issued an execution against Caiazzo in the amount of approximately \$41,000. Exhibit 22. In connection therewith, Cuttichia obtained a lien against Caiazzo's real property.
45. In April, 2003, Caiazzo agreed to pay Cuttichia \$35,000 from the sale of his encumbered property and at that time sought reimbursement from his insurance carrier. Exhibit 23.
46. Caiazzo, through his attorney, first reported the Cuttichia matter to Medallion in December 2002. Exhibit 24, Deposition of Attorney Thomas Collins, pp. 41 - 44.
47. Caiazzo lacks any documentation to support his allegation that he reported the claim to Medallion in approximately 1998. Exhibit 1, Deposition of Caiazzo, day one, pp. 59-61; 66.
48. Caiazzo initially claimed he retained a copy of the letter he allegedly forwarded to Medallion and produced it. Then, upon examination of his document production suggested his former attorney retained a copy. Exhibit 1, Deposition of Caiazzo, day one, 59 - 67.
49. This also proved to be untrue following a request for production of documents from

Caiazzo's former attorney, Thomas Collins, and the deposition of Thomas Collins.

Exhibit 24, Deposition of Collins, pp. 40-41.

50. Caiazzo claims he did not receive any further notices of the two lawsuits, defaults and judgments because he no longer resided where the notices were being served as he and his wife were divorcing. (See Deposition of Caiazzo, Exhibit 1, pp. 87-88).
51. When Caiazzo first reported the claim to Medallion, he claimed he had not received prior notice of either action. Exhibit 25, Letter of Thomas Collins. Caiazzo testified he provided this information to Attorney Collins, reviewed this letter before it was sent, and that the letter was accurate. Exhibit 1, Deposition of Caizzo, p 83.
52. After identifying the company that insured Cai's in 1996, Medallion promptly submitted a Notice of Occurrence to Pacific Insurance Company ("Pacific"). Exhibit 2, Affidavit of Jean D'Addario, ¶13.
53. Pacific denied the claim because the incident did not arise out of the selling or furnishing of alcohol and was therefore not covered under the policy. Pacific reserved its rights relative to the late notice of the claim. Exhibit 26, Pacific denial.
54. Upon receiving the denial, Attorney Collins determined he did not have a good faith basis to pursue coverage for the loss. Exhibit 24, Deposition of Collins, pp. 38-39.

THE MEDALLION INSURANCE AGENCIES
By its attorneys,

/s/ Kerry D. Florio

William D. Chapman, BBO# 551261

Kerry D. Florio, BBO# 647489

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CERTIFICATE OF SERVICE

I, Kerry D. Florio, hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants.

/s/ Kerry D. Florio

Kerry D. Florio

Date: March 3, 2006

Exhibit 1A

ORIGINAL

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UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS
CIVIL ACTION NO. 1:04CV12627

STEPHEN D. CAIAZZO,

Plaintiff,

vs.

THE MEDALLION INSURANCE
AGENCIES, INC.,

Defendant.

DEPOSITION OF STEPHEN D. CAIAZZO, a
witness called on behalf of the Defendant,
pursuant to the Massachusetts Rules of Civil
Procedure before Lisa Abdo, Certified
Shorthand Reporter and Notary Public in and
for the Commonwealth of Massachusetts, at the
offices of Melick, Porter & Shea, LLP, 28
State Street, Boston, Massachusetts, on
Friday, May 6, 2005, commencing at 10:11 a.m.

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1 APPEARANCES:

3 Melick, Porter & Shea, LLP

4 (by William D. Chapman, Esq.,

5 and Kerry D. Florio, Esq.)

6 28 State Street

7 Boston, Massachusetts 02109

8 617.523.6200,

9 for the Plaintiff.

11 Law Offices of Dean Carnahan

12 (by Dean Carnahan, Esq., via telephone)

13 126 Broadway

14 Arlington, Massachusetts 02474,

15 for the Defendant.

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DEPONENT: DIRECT

Stephen D. Caiazzo

(by Mr. Chapman) 6

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5
P R O C E E D I N G S

1 MR. CARNAHAN: What about the usual
2 stipulations?

3 MR. CHAPMAN: Yes. That's what I
4 would propose. So we would reserve --

5 MR. CARNAHAN: Yes. And put it in
6 the record.

7 MR. CHAPMAN: Right -- reserve
8 objections, except as to the form of the
9 question, until trial. Reserve motions to
10 strike until trial.

11 Dean, I'll leave it up to you as to
12 what you would like to do in terms of reading
13 and signing.

14 MR. CARNAHAN: Yes. Okay. Yes, we
15 can do that.

16 MR. CHAPMAN: So would you like to
17 do that within 30 days of receipt of the
18 transcript?

19 MR. CARNAHAN: Yes.

20 MR. CHAPMAN: So the witness will
21 read and sign. And maybe I should state for
22 the record that Plaintiff's attorney, Dean
23 Carnahan, is participating by telephone today
24 at his request which we were agreeable to.
25

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6
1 And I should also say that we're going to be
2 going through some documents today, which
3 I'll be happy to make copies of the exhibits
4 and send them to you after the deposition.
5 Okay?

6 MR. CARNAHAN: All right.

7 STEPHEN D. CAIAZZO

8 a witness called for examination by counsel
9 for the Defendant, being first satisfactorily
10 identified and duly sworn, was examined and
11 testified as follows:

12 DIRECT EXAMINATION

13 BY MR. CHAPMAN:

14 Q. Could you state your name for the record,
15 please.

16 A. Stephen Caiazzo.

17 Q. And what's your date of birth?

18 A. December 4, 1951.

19 Q. Where do you currently reside?

20 A. 2106 Southwest 49th Street in Cape Coral,
21 Florida.

22 Q. How long have you lived at that address?

23 A. A little over a year.

24 Q. And do you live there with anybody?

25 A. Yes.

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7
1 Q. Who?

2 A. My girlfriend.

3 Q. What's her name?

4 A. Susan.

5 Q. What's her last name?

6 A. Ciccarella, C-i-c-c-a-r-e-l-l-i.

7 Q. And are you currently employed?

8 A. No.

9 Q. When is the last time you were employed in
10 any capacity?

11 A. It was probably 2000, 2001.

12 Q. And what was your last employment?

13 A. For a short period of time in 2002 for a
14 couple of months.

15 Q. And what was the employment that you had in
16 2002?

17 A. I worked at the Blue Parrot in Peabody,
18 Massachusetts, as one of the coordinators and
19 managers.

20 Q. Where is the Blue Parrot. What street
21 address is it on?

22 A. It was on Route 1 in Peabody.

23 Q. And did you have any ownership interest in
24 the Blue Parrot?

25 A. No.

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8
1 Q. Who was the owner of the Blue Parrot, do you
2 know?

3 A. It was a Joe Bocelli.

4 Q. And for what period of time in 2002 did you
5 work at the Blue Parrot?

6 A. I believe it was maybe February -- I'm sorry.
7 Probably November -- November to January
8 2002.

9 Q. So November '01, right?

10 A. Yes.

11 Q. To February '02?

12 A. Uh-huh.

13 Q. And just for the record, you have to say --

14 A. Yes.

15 Q. -- "yes," "no." She can't take down the --

16 A. Yes. Sorry. Yes.

17 Q. And maybe for the record, I should say -- it
18 appears you've been involved in litigation
19 before, so I'm assuming you've had a
20 deposition before?

21 A. Yes.

22 Q. So I assume you know the process. But just
23 for the record, obviously I'm going to be
24 asking you a series of questions. If you
25 don't understand any of my questions, please

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1 just say so. If you'd like me to rephrase,
2 please just say so. If you want to take a
3 break at any time, you're free to do that.
4 And let me know if anything is unclear to
5 you. What I'm trying to do here is ask
6 questions that are clear, that we can get a
7 clear answer to --

8 A. Absolutely. Understood.

9 Q. -- so that the written record is clear.

10 Now, what were your job duties and
11 responsibilities as the coordinator at the
12 Blue Parrot?

13 A. Well, basically, Mr. Bocelli contacted me
14 based on my history. And he wanted me to get
15 involved in ownership, combined ownership of
16 the restaurant and to build it. It was still
17 under construction, to handle that part and
18 to eventually be co-owner with him.

19 Q. And so what became of that?

20 A. Opened up the restaurant, and it wasn't
21 exactly the way we had discussed. He had his
22 underage children working there. He had his
23 wife working there. He had another manager
24 that was -- didn't understand basically the
25 same philosophy we were both agreeable on.

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1 And as a result, I had brought all my people
2 from the last bar to work there and was just
3 very disillusioned, upset the way it was
4 going in the wrong direction.

5 Q. Did you have any kind of formal agreement
6 with Mr. Bocelli about how your ownership
7 interests would be handled? Was there any
8 kind of written contract between you and
9 Mr. Bocelli?

10 A. It wasn't written. It was oral.

11 Q. As a result of you and Mr. Bocelli parting
12 ways, was there any kind of claim or
13 litigation?

14 A. No, not yet. He had taken all my equipment,
15 tables and chairs, things of that sort. We
16 haven't got to that yet.

17 Q. Do you anticipate a suit?

18 A. Absolutely.

19 Q. Have you retained counsel in connection with
20 the dispute with Mr. Bocelli?

21 A. No, not yet.

22 Q. Do you know if Mr. Bocelli has?

23 A. I don't know that either.

24 Q. Have there been any kind of written claims,
25 correspondence going back and forth?

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1 A. No, no. He's aware of what happened. And no
2 one's been able to find him. He's changed
3 the corporation name I think about three or
4 four times, sold all the assets. And when I
5 found out about it, that's when we decided to
6 pursue this.

7 Q. And what's the nature of your gripe with
8 Mr. Bocelli? Is it because he's got some of
9 your business equipment? Or is it something
10 else, something in addition to that?

11 A. No. I had no problem other than the fact
12 that I gave all tables, chairs, all
13 restaurant equipment to him based on the fact
14 that this was going to be as part of my
15 ownership. And when that fell through, he
16 kept all the equipment and then sold it at
17 auction without -- refusing to return it
18 basically is what happened.

19 Q. And did you ever make any kind of written
20 demand upon him to return the equipment?

21 A. Yes, I did.

22 Q. And did you do that on your own, or did you
23 do that through counsel?

24 A. I did it on my own.

25 Q. When did you move to Florida?

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1 A. February of last year, February 1st, I
2 believe, February 2nd.

3 Q. And where were you residing just before you
4 moved to Florida?

5 A. In Malden.

6 Q. And the street address?

7 A. 30 -- I think it was 42 -- or was it
8 Ledgewood -- Ledgewood Estates. I don't know
9 the exact street, but it's Ledgewood Estates.
10 I believe it's 42.

11 Q. Is Ledgewood Estates a neighborhood?

12 A. A townhouse community.

13 Q. And number 42 refers to, what, the street
14 address; but you don't know the street?

15 A. Right.

16 Q. How long you did you live at that address?

17 A. Probably for a year and a half, a year and a
18 half, two -- yes, probably about a year and
19 a half.

20 Q. And where did you live prior to that?

21 A. Rockport, Massachusetts.

22 Q. So what's the last address you had prior to
23 Ledgewood Estates?

24 A. I think it was 6 King Street.

25 Q. In Rockport?

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13

1 A. Yes.

2 Q. And how long did you live at 6 King Street in

3 Rockport?

4 A. I believe about a year.

5 Q. And where did you live prior to 6 King

6 Street?

7 A. Lynnfield, Massachusetts, 325 Edgemere Road.

8 Q. How long did you live at that address?

9 A. Thirteen years.

10 Q. And so do you recall when you first -- what

11 year it was that you first moved into 325

12 Edgemere in Lynnfield?

13 A. We built a house in 1986, I believe,

14 somewhere around there.

15 Q. So you lived at 325 Edgemere from

16 approximately 1986 until approximately 1999?

17 A. Probably pretty close to -- well, maybe to

18 '96, '97, somewhere around there.

19 Q. And so when you left 325 Edgemere in

20 Lynnfield is when you moved to Rockport?

21 A. Correct.

22 Q. Correct me if I'm wrong, but we seem to be

23 missing -- is there any other address that

24 you've lived at since 1986?

25 A. I know a short period when we -- I don't

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14

1 know, three or four months in Rockport. We

2 were in the process of building a house. We

3 purchased a piece of land after selling

4 Edgemere Road. And we moved to Rockport at

5 two locations while we were getting ready to

6 undergo construction.

7 Q. What was the other address in Rockport where

8 you --

9 A. The other address was -- it was a main road,

10 a main road in Gloucester on the

11 Gloucester/Rockport line. I'm sorry. I

12 don't have it offhand right now.

13 Q. And you lived at this other address at the

14 Gloucester/Rockport line for roughly six

15 months or so?

16 A. Maybe six months to a year. I don't know

17 exactly.

18 Q. Now, can you tell me -- first of all, where

19 did you grow up?

20 A. Malden, Massachusetts.

21 Q. And did you go to Malden -- high school in

22 Malden?

23 A. Yes, I did.

24 Q. And is that Malden High?

25 A. Yes.

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15

1 Q. How did you first -- who do you know from the

2 Medallion Insurance Agency?

3 A. I know Joe DeVincentis was the owner. And I

4 know John D'Addario who was an insurance

5 representative with them.

6 Q. Do you know anyone else from the Medallion

7 agency?

8 A. I did business with his wife on a couple of

9 occasions. She insured my boat. And I never

10 really -- I never really met her except for

11 one time, I believe. She also worked there.

12 Q. And is there anyone else you know at

13 Medallion?

14 A. I don't believe so.

15 Q. And how did you first meet Joe DeVincentis?

16 A. We played together on the same team in high

17 school. He was a year behind me.

18 Q. What kind of team are we talking about?

19 A. Junior football team.

20 Q. And when did you first meet Mr. D'Addario?

21 A. Babe Ruth League, junior high school. He was

22 associated with football and baseball. You

23 know, we kind of grew up together in the

24 system, went to high school together.

25 Q. What's John D'Addario's age relative to

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16

1 yours?

2 A. We're the same age, I believe.

3 Q. So were you in high school together at Malden

4 High?

5 A. Yes, we were.

6 Q. How would you describe your relationship with

7 Joe DeVincentis?

8 A. Well, I didn't know him very well. I mean we

9 weren't good friends, didn't hang in the same

10 group. He was younger than I was. And that

11 was about it.

12 Q. And how would you characterize your

13 relationship with John D'Addario?

14 A. I knew Jack fairly well.

15 Q. Would you say that growing up he was a friend

16 of yours or...

17 A. We didn't really hang out together in the

18 same group, again, but periodically.

19 Q. And just to get some background, what did you

20 do after high school?

21 A. Went to junior college in Nebraska and then

22 transferred to University of Minnesota.

23 Q. Did you graduate from the University of

24 Minnesota?

25 A. No, no. Three or four credits short. I hurt

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1 my knee so I couldn't return my senior year.
 2 Q. Were you playing football at the University
 3 of Minnesota?
 4 A. Yes.
 5 Q. What year was it that you hurt your knee?
 6 A. 1972 or '73. It was in the late fall. It
 7 was during winter conditioning.
 8 Q. So was it at about that time, late '72 or
 9 early '73, when you left the University of
 10 Minnesota?
 11 A. I left in the spring of '73.
 12 Q. And which knee was it that you hurt back
 13 then?
 14 A. My right knee.
 15 Q. And what did you do after you left the
 16 University of Minnesota in 1973?
 17 A. I was rehabilitating my knee and took some
 18 courses at a couple of universities.
 19 Q. But you haven't obtained a college degree; is
 20 that correct?
 21 A. That's correct.
 22 Q. What did you first do for work of any kind
 23 after you left the University of Minnesota?
 24 A. I went to work for the Department of
 25 Correction.

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1 Q. In Massachusetts?
 2 A. Yes.
 3 Q. And for what period of time did you work for
 4 the Mass. Department of Correction?
 5 A. I started in 1977. I worked there
 6 approximately just about ten years.
 7 Q. Were you employed at all between when you
 8 left the University of Minnesota in 1973 and
 9 when you started at the Mass. Department of
 10 Correction in 1977?
 11 A. I had worked -- I obtained my insurance
 12 license through the Commonwealth of
 13 Massachusetts. I worked there for a short
 14 period of time while I was training. And
 15 then I had signed with the New England
 16 Patriots. And then I also worked with
 17 Beneficial Finance, their management program,
 18 for about seven, eight months.
 19 Q. Now, when you say you got your insurance
 20 license in the Commonwealth of Massachusetts,
 21 are we talking about an insurance broker's
 22 license?
 23 A. No, just an agent.
 24 Q. An agent license?
 25 A. Uh-huh.

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1 Q. Yes?
 2 A. Yes.
 3 Q. And when did you get that license? What
 4 year?
 5 A. I believe it was maybe '76.
 6 Q. And do you still have a Massachusetts
 7 insurance agent's license?
 8 A. No, I don't.
 9 Q. When is the last time you had a license?
 10 A. I just never renewed it once it was
 11 originally issued to me.
 12 Q. Do you know how long the license was in
 13 effect?
 14 A. I have no idea.
 15 Q. I trust you had to take a test of some kind
 16 to get the license?
 17 A. Yes, I did.
 18 Q. And did you take some insurance courses
 19 before taking the test?
 20 A. Yes.
 21 Q. Do you remember where you took those courses?
 22 A. It was kind of a training module at the
 23 insurance company, classes, things of that
 24 sort.
 25 Q. And have you ever worked for an insurance

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1 company?
 2 A. No.
 3 Q. Which insurance company did you take the
 4 classes at?
 5 A. Metropolitan Life.
 6 Q. And how was it that you were getting your
 7 insurance license in the first place?
 8 A. It just happened to be a job that was offered
 9 to me while I was working out, getting my
 10 knee -- rehabilitating it and getting ready
 11 to sign with New England or one of the two or
 12 three teams that showed interest.
 13 Q. And who was it that you got a job offer from?
 14 A. I've got a friend of mine that worked for
 15 Metropolitan Life. And I forget his name,
 16 but the sales manager called me in,
 17 interviewed me and offered me a job.
 18 Q. And you took the insurance agent's license
 19 test as a result of having this offer?
 20 A. Yes, I did.
 21 Q. Did it get to the point -- I understand you
 22 never worked for MetLife, correct?
 23 A. Yes, I did work for MetLife.
 24 Q. You did?
 25 A. Yes.

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1 Q. Okay. So what period of time did you work
2 for MetLife?
3 A. Probably nineteen -- somewhere in 1976, '75,
4 late -- no. It was before -- it was probably
5 around late '75, '76, somewhere in that
6 vicinity.
7 Q. Until when?
8 A. We only lasted a few months.
9 Q. And why did you leave that job?
10 A. To go to work. I had another offer with the
11 state, Department of Correction.
12 Q. Other than the job -- I'm assuming -- I
13 shouldn't assume. But what was your job at
14 MetLife? In sales?
15 A. Yes.
16 Q. And selling life insurance?
17 A. Basically life insurance.
18 Q. And did you sell any disability insurance?
19 A. I don't believe disability, no. It was a
20 combination life insurance, term. At that
21 point, I think they described it as -- you
22 know, it was kind of like -- it was
23 retirement funds. I forget. They've since
24 changed the terminology, but that's basically
25 what -- whole life conversions and things of

22

1 that sort.
2 Q. Fair to say that under the license you got
3 from the Commonwealth of Massachusetts, you
4 would have been able to sell disability
5 insurance policies?
6 A. I don't remember exactly, but I believe it
7 may have been part of it.
8 Q. And do you remember taking classes on
9 disability insurance in connection with
10 getting your license?
11 A. I believe there was a section in there on
12 that.
13 Q. Now, was it within this period of time that
14 you were working for Metropolitan that you
15 had some tryouts with the Patriots and some
16 other teams?
17 A. Yes.
18 Q. So what became of these tryouts?
19 A. I had -- I received information from the New
20 England Patriots. And they invited me for
21 the mini spring camp on a try-out basis. And
22 after the weekend tryout, they offered me a
23 contract. I signed as a free agent with
24 them.
25 Q. And did you have any tryouts with any other

23

1 teams?
2 A. The Toronto Argonauts, the Canadian league,
3 the following year.
4 Q. Was there ever a time where you played either
5 for the Patriots or the Argonauts?
6 A. Not in a regular game, but the training camp
7 with both of them and scrimmages. I never
8 played in a regular game.
9 Q. Now, by the time you started with the Mass.
10 Department of Correction in 1977, by that
11 time, was football out of the question?
12 A. I believe so.
13 Q. And was that a decision you made to not
14 pursue football, or did it have to do with an
15 injury?
16 A. No. I just -- I was a little bit
17 disillusioned after coming back from Toronto,
18 that's all because they had different rules
19 up there, the Canadian rules, as to how many
20 Americans were allowed on the roster. And at
21 that point, I just wanted to get on with my
22 life. My wife at that time -- or my wife to
23 be was kind of pressuring me to get married
24 and settle down and get a regular job as
25 opposed to flying around the country of

24

1 different -- hopefully hooking on with a
2 team.
3 Q. How many times have you been married?
4 A. Once.
5 Q. And what was your wife's name?
6 A. Donna.
7 Q. Now, does Donna still live in the Boston
8 area?
9 A. I believe she's living in Maryland.
10 Q. When were you divorced? When were you
11 married and when were you divorced?
12 A. We were married in November of 1979. And we
13 were divorced in 2003, June.
14 Q. And what's Donna last name?
15 A. Durant.
16 Q. D-u-r-a-n-t?
17 A. Correct.
18 Q. And do you know her current street address?
19 A. No, I don't.
20 Q. Do you know what town she lives in in
21 Maryland?
22 A. No, I don't.
23 Q. She's remarried?
24 A. No.
25 Q. Is Durant her maiden name?

25

1 A. Yes, it is.

2 Q. Do you have any alimony or child support

3 obligations to Donna currently?

4 A. Yes, I do.

5 Q. What is that? Just -- you know, you don't

6 have to go into the details. But what amount

7 do you pay? How often do you pay the child

8 support?

9 A. \$87.50 a week until my daughter graduates

10 from college.

11 Q. So that's for child support?

12 A. Child support and college tuition and

13 expenses.

14 Q. And how about alimony?

15 A. There wasn't any alimony.

16 Q. How many kids do you have?

17 A. One.

18 Q. And what's her name?

19 A. Jenna.

20 Q. And how old is Jenna now?

21 A. 21.

22 Q. And when did you first separate from Donna?

23 A. It was sometime in 2002. I believe it was in

24 the spring. I'm not exactly sure.

25 Q. Were you represented by a lawyer in the

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1 divorce?

2 A. No. I represented myself.

3 Q. And when you first separated, was there any

4 kind of temporary order entered with regard

5 to support payments of any kind?

6 A. Just a restraining order which normally

7 precedes the court hearing.

8 Q. But any preliminary financial orders of any

9 kind?

10 A. No, not that I remember.

11 Q. Did you continue to pay for -- whether or not

12 there was an order when you first separated

13 in '02, did you pay for Jenna's expenses?

14 A. Yes, I did.

15 Q. Aside from the insurance agent's license that

16 you got, have you ever had any other

17 professional licenses of any kind?

18 A. I just went to the training academy of law

19 enforcement associated through the Department

20 of Correction. I was issued a firearm's

21 license through the Commonwealth under care

22 and custody.

23 Q. And for how long did you work at the Mass.

24 Department of Correction?

25 A. Almost ten years.

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1 Q. And what was your job?

2 A. I started out, I was the recreation director

3 and working in the capacity of program

4 director.

5 Q. And what did you do as recreation director?

6 A. Well, there was a new construction. It was a

7 minimum security facility that they just

8 newly introduced to Massachusetts. So I

9 coordinated the building of the exterior,

10 interior, grounds, weight room, ball fields,

11 things of that sort.

12 Q. And where is this?

13 A. In Norfolk, Massachusetts.

14 Q. And what were your duties as the program

15 director?

16 A. That included coordinating high school

17 diploma efficiency exams, local college

18 courses by UMass Boston, Boston University,

19 Bunker Hill Community College, coordinating

20 the inmates in their specific needs and

21 additional educational requirements.

22 Q. And was that also working out of the Norfolk

23 facility?

24 A. Yes, it was.

25 Q. And you left the Department of Correction in

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1 approximately 1987, then?

2 A. Somewhere in that vicinity.

3 Q. And why did you leave that job?

4 A. I was working in that capacity, and I wasn't

5 making enough money. I was working two or

6 three jobs on state payroll, obviously. And

7 I wanted to get into private business.

8 Q. So what did you first do for work after you

9 left the Department of Correction?

10 A. While I was still employed for the

11 department, I was looking around for a

12 restaurant, my brother and myself. And we

13 opened one in Malden, Mass.

14 Q. What's your brother's name?

15 A. David.

16 Q. And his last name is also Caiazzo?

17 A. Yes, it is.

18 Q. Okay. Where does David live now?

19 A. He lives in Malden.

20 Q. What's his address?

21 A. I don't know the exact address.

22 Q. Do you know what street he lives on?

23 A. No. I stayed there last night, and I don't

24 know. I'm sorry.

25 Q. And so you opened up a restaurant or a bar

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1 with David?

2 A. Yes.

3 Q. What was the name of that?

4 A. It was called Caiazzo's Playoff Pub.

5 Q. And where was that located? Do you remember

6 the street address of that?

7 A. Yes, that was in Pearl Street in Malden.

8 Q. Now, did you operate that as a d/b/a? Did

9 you form a corporation to operate that?

10 A. We formed a corporation.

11 Q. What was the name of the corporation?

12 A. I believe it was Caiazzo's Pub, Inc., I

13 believe.

14 Q. And were you and David 50-50 in that?

15 A. Yes, we were.

16 Q. And how long did that operate?

17 A. We opened it in 1982. And we moved -- we

18 built another facility. So that lasted until

19 maybe '88, '89.

20 Q. So it was at Pearl Street from '82 to '89?

21 A. Correct.

22 Q. And where did you move it to?

23 A. We built a new facility on Exchange Street in

24 Malden.

25 Q. So how long did the Caiazzo's Playoff Pub

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1 operate on Exchange Street?

2 A. That was a different name. That was Cai's

3 Food & Spirits. It was a new corporation, a

4 new facility that we built from scratch.

5 Q. So was there a new corporation formed for

6 Cai's Food & Spirits?

7 A. Yes, there was.

8 Q. And what was the name of that corporation?

9 A. Donna's Pub, Inc.

10 Q. And for what period of time did Cai's Food &

11 Spirits operate?

12 A. Probably from 1990 until 1997, '98.

13 Q. And were you 50-50 in that with David?

14 A. No. I owned that 100 percent.

15 Q. And did you open another establishment after

16 Cai's -- did Cai's close in '97 or '98?

17 A. Yes, it did.

18 Q. And did you open another establishment after

19 that?

20 A. We built another one in Salem, Mass.

21 Q. And was that Scuttlebutt's?

22 A. Yes, it was.

23 Q. And were you the sole owner of that as well?

24 A. Yes.

25 Q. And for how long did Scuttlebutt's do

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1 business?

2 A. A little over three years.

3 Q. And if you can tell me the years when that

4 did business.

5 A. I believe we opened in 1998 and closed

6 September of 2001.

7 Q. And was there a new corporation formed to

8 operate Scuttlebutt's?

9 A. Yes. That was Jenna's Pub, Inc.

10 Q. And have you operated any establishments

11 after Scuttlebutt's, and setting aside the

12 one that you've already told us about on

13 Route 1 in Peabody?

14 A. No.

15 Q. Have you ever had either an ownership

16 interest in or been involved with operating

17 any establishment other than Caiazzo's

18 Playoff Pub, Cai's Food & Spirits, or

19 Scuttlebutt's?

20 A. There was just the Blue Parrot. And after

21 that, for a couple of months there was -- it

22 was the Brick House on Route 1. And we

23 attempted to go in and purchase the whole

24 building, take over the business. What

25 happened was of the one license, the owner of

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1 the one license tried to sell half of the

2 license to a different entity. And we looked

3 into it and found out that that was -- you

4 couldn't properly do that.

5 Q. When did you get involved with the Brick

6 House?

7 A. Probably about -- maybe the end of 2002,

8 early 2003.

9 Q. So the Brick House came after the Blue

10 Parrot?

11 A. Right.

12 Q. And did you have a partner in the Brick House

13 endeavor?

14 A. No.

15 Q. And this -- first of all, it sounds like

16 something that didn't get off the ground,

17 right?

18 A. Well, basically what happened was we had

19 someone who had a license for a particular

20 spot. Now, under the Commonwealth's law, you

21 can only have one license per facility. What

22 he did was -- unbeknown to us, was he

23 offered -- it was a big building. And one

24 was a restaurant, and the other one was the

25 bar side. What he did was he was selling

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1 half of the interests on the other side of
2 the building supposedly with a new license
3 for X amount of money. He was controlling
4 the purchase of the liquor and everything
5 else. So you had to pay him for the liquor
6 and everything else. It just wasn't a legal
7 entity.

8 Q. And who is this person that you're referring
9 to, that you were dealing with?

10 A. I don't even remember his name. I'm sorry.
11 It doesn't come to mind. It was a short
12 period of time there.

13 Q. As a result of this issue that came up about
14 the license, is there any kind of claim
15 expected arising out of this Brick House
16 operation?

17 A. No. It's just -- you couldn't make any money
18 there. He was taking everything under his
19 license and dictating and coordinating
20 everything under his own rules. Rather than
21 having my people have one half of the
22 restaurant there, it was coordinated -- it
23 was just a very racial mixture that was very
24 undesirable to my group of customers.

25 Q. Did you say a racial mixture that was

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1 undesirable?

2 A. Well, he was promoting Brazilian nights on
3 Saturday, you know, hip hop on Friday. And
4 he was charging a fee outside. And there was
5 a line. It was just too -- it was too
6 bizarre. There were fights every single
7 night outside, inside. It was just very,
8 very dangerous.

9 Q. Now, what town on Route 1?

10 A. Saugus.

11 Q. And is it currently going by the name of the
12 Brick House?

13 A. I have no idea.

14 Q. When you were involved with looking into it,
15 it was going by the -- it was doing business
16 as the Brick House?

17 A. There was another name. It started out as
18 the Brick House. I don't recall what the
19 other name was, the other side of it, the
20 nightclub part.

21 Q. Was it on the northbound or the southbound
22 side of Route 1?

23 A. Northbound.

24 Q. Did you ever draw any kind of income of any
25 kind from the Brick House, that operation?

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1 A. Very tiny. That's one of the reasons why I
2 couldn't make any money there. There wasn't
3 enough money to be made to pay the employees,
4 not to mention pay myself. I was there kind
5 of seven days a week, and it just wasn't
6 financially solvent.

7 Q. Now, you were involved with the Brick House
8 in 2002 and 2003. Did I get that right?

9 A. It may have been late 2001, 2002, you know,
10 give or take a couple months here, whether
11 it -- 2001 through into 2002 or whatever.
12 You know, there's those two entities that
13 didn't last very long. It was a couple of
14 months on each of them. I don't remember
15 exactly which...

16 Q. So your best testimony would be that you
17 worked at the Blue Parrot for a couple months
18 and worked at the Brick House for a couple
19 months?

20 A. Right.

21 Q. And for each of those several month periods,
22 were you working seven days a week regularly
23 or did that vary?

24 A. Every day, seven days a week.

25 Q. Just so I'm clear, at the Blue Parrot you

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1 were working seven days a week while you were
2 involved with that operation and the same for
3 the Brick House?

4 A. Correct.

5 Q. Now, what did your work at these places
6 involve? Was it -- it sounds like some of it
7 had to do with -- well, strike that.

8 You tell me what your work at Blue
9 Parrot -- let's start with the Blue Parrot.
10 What did that involve when you were working
11 there seven days a week?

12 A. Just to help him coordinate the building, the
13 building of their supposedly sports bar, to
14 get it open and to be the coordinator.
15 Basically what he did was he was looking to
16 get my -- I had a very big following, and he
17 was looking to use me to build the place up
18 to get it off the ground.

19 Q. And what about the Brick House? What were
20 you actually doing there during those seven
21 days a week when you did that for a number of
22 months?

23 A. Basically the same thing. It was already --
24 just rebuilding a section of his restaurant
25 that was nonexistent. So he sold that

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interest to a couple who were already involved with him. And then she had found out that this was illegal to do that, you know, one license split down the middle, him collecting rent, him coordinating and buying all of the liquor and then charging you accordingly. And so everyone just kind of ran when they found out that.

Q. If I'm understanding this right, at the Brick House operation, there was one big space which he was kind of splitting and this guy was going to be -- but he was proposing to have you run basically a separate business but under his liquor license?

A. It was under his liquor license. There were two rooms. One was a nightclub which he was promoting all these crazy nights. And on the left side apparently for quite a few years prior to that was more of a pizzeria. So that's what we were looking to build up. Come to find out it was too small. It was inappropriate, the facilities. And like I said, we were paying on what we found out was his license which was unacceptable. I mean you couldn't -- so he was collecting money

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from everyone over there under his license, and there should have been a new license issued for that different location.

Q. Now, you just said a second ago that you had a particular following. How would you describe what that was?

A. Well, being in business since 1982, I have a tremendous following, a lot of the athletes, a lot of the local sport celebrities. And that was basically how Caiazzo's Playoff Pub started, with local friends that were playing with the Bruins and my friends with the Patriots and so on and so forth. And it just became such a big entity that people traveled from bar to bar. And that was it. Supported wherever I went.

Q. Now, so we've talked about Caiazzo's Playoff Pub, Cai's Food & Spirits, Scuttlebutt's, the Blue Parrot, the Brick House. Have you ever been involved with either operating or owning any other establishment?

A. No.

Q. And any of the places that we've talked about, have you ever operated any of those simultaneously with each other, or has it

39

always been -- you know, has each establishment been separate and independent?

A. All separate and independent.

Q. For example, during the period of time when you were operating Cai's, did you do anything else for income while you were operating that place?

A. No. Collected -- I don't know, for a couple months -- unemployment. We used the majority of the money to build the new bars. So there was a couple of months there where I collected that. But other than that, it was just the money that we had put aside.

Q. What are you doing for income currently?

A. I'm on disability, Social Security disability.

Q. And when did you first file a Social Security disability claim?

A. Probably 2002.

Q. And that's your only source of income currently?

A. Yes, it is.

Q. And what's the nature of your disability?

A. I have a torn ligament in my right knee. I have torn cartilages on both sides. I need a

40

knee replacement, but I can't do that because I got my knee infected on the original operation in '72 in Minnesota. On a cartilage -- a simple cartilage procedure, it got infected. That's it. Just bone on bone and arthritis throughout.

Q. Have you ever -- have you explored any kind of employment possibilities since you've moved to Florida?

A. No, because I can't stand for a period of time. I can't carry any extra weight. And to perform -- the doctors that I saw, they're just surprised that I lasted this long without the operation. So I'll sit down. This is perfect right here. But if I was sitting up without the recliner, then I would have to constantly keep moving. And it throbs and I have to sit down. I can't stand up or move very well, so I can't carry anything or handle that capacity.

Q. Now, when did you first do any insurance business of any kind with either Mr. DeVincentis or Mr. D'Addario?

A. It was probably 1990, maybe 1991. I think it was basically when we were building Cai's. I

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1 think that's when we started. And he handled
2 all the insurance from that point on.
3 Q. And who of the -- which one between
4 DeVincentis and D'Addario did you first deal
5 with?
6 A. John D'Addario.
7 Q. Okay. So Cai's, we're talking about the
8 place on Exchange Street that you owned by
9 yourself?
10 A. Correct.
11 Q. Did you get insurance for Caiazzo's Playoff
12 Pub?
13 A. Yes, I did.
14 Q. And what kinds of insurance did you have for
15 the Playoff Pub?
16 A. I don't remember exactly. It was the basic
17 package. That was the first time we were
18 associated with business of any kind. So I
19 was working that, plus working at the
20 Department of Correction at the same time.
21 So it was 24/7, about an hour sleep. So as
22 far as back as I can remember, we had the
23 basic coverage that DeVincentis recommended
24 at that time.
25 Q. And was there ever a period of time where you

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1 operated Caiazzo's Playoff Pub uninsured?
2 A. We received some notices for cancelation.
3 And those were the preliminary notices that
4 we eventually paid. I think there was one
5 period of time -- it may have been a month or
6 two months -- where there was -- the policy
7 lapsed. And I believe Jack came down and
8 took care of it. But it was just one of
9 those things where there was a lack of
10 communication on his part for various
11 reasons.
12 Q. Now, you got the insurance for Caiazzo's
13 Playoff Pub from someone other than Mr.
14 D'Addario or Mr. DeVincentis, correct?
15 A. Uh-huh.
16 Q. Yes?
17 A. Yes.
18 Q. Off the top of your head, you don't remember
19 the name of that agent, correct?
20 A. No, I don't.
21 Q. Do you remember where that agency was?
22 A. I don't remember exactly if there was one or
23 two. I believe one of them was located on
24 Highland Ave. in Malden. I can't remember
25 the name.

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1 Q. Do you remember ever dealing with an agency
2 called B.K. McCarthy?
3 A. B.K. McCarthy was associated with John
4 D'Addario in his employment with them. I
5 believe that was prior to John D'Addario
6 going to work or combining forces to join
7 DeVincentis.
8 Q. So if I understand you correctly, whatever
9 agent it was that got you the insurance for
10 Caiazzo's Playoff Pub, it was not McCarthy?
11 A. Correct.
12 Q. Have you ever been involved with a bar or
13 restaurant establishment called Trickers?
14 A. That was Caiazzo's Playoff Pub. That was --
15 Trickers was the previous restaurant.
16 Q. For what period of time did it go under the
17 name of Trickers?
18 A. It went for years. Ten, fifteen, twenty
19 years, maybe even longer.
20 Q. Did you and your brother ever operate it
21 under the name of Trickers?
22 A. No.
23 Q. But you do recall that there were situations
24 when you were operating Caiazzo's Playoff Pub
25 where there would be relatively brief periods

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1 where you'd be uninsured because of notices
2 of cancelation for nonpayment?
3 A. No, I never said Caiazzo's Playoff Pub. I
4 said it may have been Cai's. It wasn't
5 Caiazzo's Playoff Pub.
6 Q. Okay. Well, I want to be clear on that
7 because --
8 A. Well, that's what I just said to you a minute
9 ago was it was Cai's, not Caiazzo's Playoff
10 Pub.
11 Q. Right.
12 A. I believe that's what I --
13 Q. Just so -- I mean I'm not trying to trick you
14 or anything, but the question I had asked and
15 the reason I'm following up now is because
16 the question was about the Playoff Pub.
17 Okay. But you don't -- as you sit here
18 today, you don't recall any periods of being
19 uninsured with Caiazzo's Playoff Pub; is that
20 correct?
21 A. I don't recall any period of time.
22 Q. Okay. Do you recall when it was that Mr.
23 D'Addario started his relationship with
24 Medallion? Oh, back then it was known as the
25 DeVincentis agency, right?

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1 A. That's correct.

2 Q. Okay. Do you know when that happened?

3 A. When they converted and merged? Is that what

4 you're asking?

5 Q. No, no. I'm sorry. Let me rephrase it.

6 When you set up Cai's Food & Spirits, was

7 that also called Cai's Pub?

8 A. No.

9 Q. It was Cai's Food & Spirits was the --

10 A. That was the name.

11 Q. The name of the business?

12 A. Correct.

13 Q. The person you went to for insurance for that

14 Cai's Food & Spirits was Mr. D'Addario,

15 correct?

16 A. Mr. D'Addario showed up and suggested during

17 construction to see if we could get together

18 and he could be the agent.

19 Q. And fair to say at that time he had a

20 relationship with the McCarthy insurance

21 agency?

22 A. I believe so. I'm not too positive as to

23 what it was. I remember McCarthy, he was

24 working. I believe it may have been up in

25 Beverly. I believe he was working there with

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1 McCarthy. And then there was a problem with

2 him and one of the secretaries. I don't

3 know. And then that's when he moved down to

4 DeVincentis.

5 Q. And do you remember approximately when it was

6 that he moved to DeVincentis?

7 A. No. It had to have been sometime in -- I

8 believe it was early to mid '90s. That would

9 make sense, I think.

10 Q. So you recall it was a period of years that

11 your insurance through Mr. D'Addario came

12 through the McCarthy agency, correct?

13 A. Yes.

14 Q. And once Mr. D'Addario went to the

15 DeVincentis agency, did you deal -- did you

16 continue to deal with him or did you deal

17 with anyone else from the DeVincentis agency

18 about your insurance?

19 A. For the most part, it was John D'Addario who

20 showed up with policies, wrote them.

21 Occasionally his wife would call or send one

22 of the -- we always had fairly large

23 packages, combined packages. And I believe

24 there was a couple times when she would send

25 down certain policies and other times John

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1 D'Addario would sign or bring them. But for

2 the most part, John was the one who was

3 handling it himself.

4 Q. And in terms of different types of insurance

5 that you got through -- I want to start

6 focusing in on the time once D'Addario moved

7 to DeVincentis, okay, and go from that point

8 forward. Once you were getting your

9 insurance through the DeVincentis agency,

10 what is your best memory as to what different

11 types of insurance you had for Cai's Food &

12 Spirits?

13 A. We had the regular dram shop, liquor

14 liability, workman's comp. I had business

15 interruption. I had disability income

16 insurance, fire protection, all the various

17 packages.

18 Q. And did you also have a general liability

19 coverage?

20 A. Yes.

21 Q. And you understood that general liability

22 coverage came under -- when you're operating

23 a bar, general liability coverage comes under

24 one policy and liquor liability coverage

25 comes under a different policy?

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1 A. Yes, I know that.

2 Q. Okay. And fair to say from having an

3 insurance agent's license as well as your

4 experience in getting insurance for the

5 different businesses over the years, you

6 realize in order to have insurance you have

7 to pay a premium for it, right?

8 A. I understand that.

9 Q. Now, is it also fair to say that when you

10 would get the -- well, you tell me. What

11 would typically be the process that you'd go

12 through when you were getting insurance for -

13 let's take Cai's Food & Spirits. How would

14 that work?

15 A. John D'Addario would show up, make

16 recommendations as to what type of insurance

17 he felt was necessary based on his

18 experience. And as a result, we would get

19 into negotiations and discuss various options

20 and other variables which included my

21 disability income if something should happen

22 to me seeing I was the sole owner and

23 24-hour-a-day owner/manager with a new house,

24 summer home and everything that goes on along

25 with it. Business interruption insurance,

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1 which was something we were certainly
2 interested in in case of some type of fire or
3 unbeknown interruption. And basically by law
4 workman's comp package, general liability,
5 fire, and the liquor liability.
6 Q. Now, I take it that you -- during the period
7 of time you were operating Cai's, that you
8 had -- you had a home, you had one or more
9 cars. Where did you get the personal
10 insurance?
11 A. My personal insurance? Jack D'Addario always
12 wanted the car insurance. But we had another
13 friend that was handling our personal
14 insurance, the house insurance and the cars.
15 Q. And who was that?
16 A. He was out of Everett. Leo Barrett Insurance
17 Agency.
18 Q. And so for what period of time did you do --
19 did you get insurance through the Leo Barrett
20 Insurance Agency?
21 A. At what time?
22 Q. Yes. For what period of time?
23 A. We had gone through maybe one other agency
24 over the period of time. Green Insurance was
25 handling it for a while, then Leo Barrett.

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1 My wife usually handled the autos and things
2 of that sort and the house insurance.
3 Q. And so Green Insurance came before Barrett?
4 A. I believe so.
5 Q. So were you getting your personal insurance
6 through the Barrett agency from the mid '90s
7 up until the time you closed Scuttlebutt's?
8 A. Yes. I think that's a fair assumption,
9 somewhere in that vicinity.
10 Q. And so other than Green Insurance, Barrett
11 Insurance Agency, and D'Addario/McCarthy/
12 DeVincentis/Medallion, have you ever used any
13 other insurance agents?
14 A. Nothing really comes to mind. I'm not too
15 sure. I can't remember.
16 Q. Aside from this case here that we're sitting
17 here talking about, have you ever filed any
18 claims or suits against any other insurance
19 agents?
20 A. Yes. Workman's comp.
21 Q. What other insurance agent have you filed a
22 suit or a claim against?
23 A. I believe it was workman's comp under Legion
24 Insurance.
25 Q. Well, I understand you made a comp claim

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1 before. But I'm talking about a claim like
2 what you have in your complaint here that an
3 insurance agent did something wrong.
4 A. I don't remember. Other than the workman's
5 comp, I believe that's it. Medallion,
6 workman's comp, Legion. Nothing else comes
7 to mind right now.
8 Q. Well, first of all, what workers' comp claim
9 are we talking about?
10 A. We're talking about a workman's comp claim at
11 Jenna's Pub, Inc., at Scuttlebutt's.
12 Q. And this was an injury that you sustained
13 while you were at work?
14 A. Correct.
15 Q. And when did you have this injury?
16 A. The first time I injured it was 2000. The
17 second time was in 2001.
18 Q. And this is injuries to what? Your knee?
19 A. My right knee.
20 Q. And so are you saying that in connection with
21 either of these workers' comp injuries that
22 any insurance agent did anything wrong with
23 respect to either the processing of either of
24 these workers' comp claims or the handling of
25 the workers' comp policy?

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1 A. I was denied when I originally applied to
2 Legion Insurance, and that was through either
3 Medallion or DeVincentis. For whatever
4 reason, they denied it. And I had to go out
5 and get an attorney. And he eventually -- we
6 collected on it.
7 Q. So that, if I understand you correctly, this
8 claim that you're talking about now was a
9 claim that was ultimately paid by the
10 workers' comp insurer which was Legion,
11 correct?
12 A. Yes, it was.
13 Q. So there wasn't any formal claim made against
14 Medallion or DeVincentis in connection with
15 Legion's original denial, correct?
16 A. Yes, there was because he was the agent.
17 Q. Okay.
18 A. We filed that through D'Addario, Medallion,
19 or DeVincentis. There were at least three or
20 four different claims. We always had to go
21 through the agent --
22 Q. Sure.
23 A. -- because the insurance company refused to
24 talk to us and negotiate. That's the reason
25 for the agent being the middleman.

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- 1 Q. Well, put it this way: In connection with --
 2 ultimately Legion paid your workers' comp
 3 claim, correct?
 4 A. Yes, they did.
 5 Q. And ultimately there was no payment made to
 6 you by Medallion, correct?
 7 A. Medallion never paid.
 8 Q. Correct. Okay.
 9 MR. CHAPMAN: Dean, you still with
 10 us?
 11 MR. CARNAHAN: I'm still here.
 12 MR. CHAPMAN: I'm going to mark our
 13 first exhibit now. All right?
 14 MR. CARNAHAN: All right.
 15 MR. CHAPMAN: It's going to be the
 16 complaint. That will be No. 1.
 17 (Document marked as Caiazzo
 18 Exhibit 1 for identification)
 19 Q. Mr. Caiazzo, I'm going to show you Exhibit 1
 20 and ask you if you've ever seen that before?
 21 A. (Witness reviews document) This looks like
 22 the complaint.
 23 Q. Okay. You understand that's the complaint
 24 that brings us together here today?
 25 A. Correct.

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- 1 Q. And did you read that before it was filed?
 2 A. Yes, I did.
 3 Q. And did you approve it?
 4 A. Yes, I did.
 5 Q. Now, without asking you anything about the
 6 legal allegations in the complaint but just
 7 focusing you in on the factual allegations in
 8 the complaint, if you would take a moment to
 9 look at this and let me know, as you sit here
 10 today, do you believe all the factual
 11 allegations in this complaint are true?
 12 A. (Witness reviews document) This is correct.
 13 Q. Okay. So you've had a chance to go through
 14 Exhibit 1 and, as you sit here today, your
 15 testimony is all the factual allegations in
 16 the complaint are true and accurate and
 17 correct?
 18 A. Yes.
 19 Q. Now, keep that in front of you. I'm going to
 20 ask you some questions about Count I. If you
 21 look at Paragraph 6, it talks about a
 22 personal injury claim which was asserted
 23 against you?
 24 A. Uh-huh.
 25 Q. What's the name of the person that made the

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- 1 personal injury claim?
 2 A. I called D'Addario and Medallion to explain
 3 to them about the injury.
 4 Q. You're about five minutes ahead of me. And
 5 I'm sorry if the question was unclear. Who
 6 is the person -- what's the name of the
 7 person that made a personal injury claim
 8 against you?
 9 A. No one made a personal injury claim against
 10 me. I made the personal injury claim against
 11 the company by way of the --
 12 Q. No. You better take another look at this.
 13 Look at Paragraph 6.
 14 A. Uh-huh.
 15 Q. It says a personal claim was asserted against
 16 Caiazzo which was pending in court in 2002.
 17 Do you see that?
 18 A. Correct.
 19 Q. Now --
 20 A. Oh, I'm sorry. I'm sorry. I know which one
 21 you're talking about. That was the Cuttichia
 22 claim.
 23 Q. Okay.
 24 A. Okay. I'm sorry.
 25 Q. Now, do you know the person's first name?

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- 1 A. Joseph.
 2 Q. And when did Mr. Cuttichia say he was
 3 injured?
 4 A. I believe it was somewhere in '96.
 5 Q. And how did Mr. Cuttichia say he was injured?
 6 A. By way of the information I received,
 7 supposedly he got in a fight and whatever,
 8 lost consciousness. I don't know. It was
 9 beyond comprehension as the injuries. But I
 10 was never notified through the licensing
 11 board. I never saw a police report or
 12 anything of that sort. So I was unaware of,
 13 number one, this particular account of a
 14 so-called incident, nor did I see the
 15 specifics regarding his so-called injuries.
 16 Q. I want to ask you some questions about what
 17 it was he was alleging. I'm not asking you
 18 to --
 19 A. Well, that's what I'm saying. I don't know
 20 because I never received any documentation
 21 that would verify the extent of his injuries
 22 by way of, you know, the proper authorities.
 23 Q. Well, do you understand that he was saying he
 24 was involved in a fight with another patron
 25 of Cai's?

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1 A. That's what he said.

2 Q. Were you there the day that this fight

3 supposedly happened?

4 A. I was there seven days a week from eight

5 o'clock in the morning until closing at 2:00.

6 And I don't particularly remember. I saw

7 everything that happened because it wasn't

8 that large of a place. I don't remember

9 anyone getting into a fight that Joe

10 Cuttichia said happened, whether it was

11 inside or outside. And no one ever relayed

12 any information to me by way of the doormen

13 that I had situated outside, inside and

14 everything else. So this was new to me at

15 this point.

16 Q. So if I understand correctly, your schedule

17 when you're operating Cai's was -- did you

18 say 8:00 in the morning until 2:00?

19 A. I was there at 8:00 in the morning until two

20 o'clock, 2:30. We had a two o'clock license.

21 Q. Okay. 2:00 a.m., right?

22 A. 2:00 a.m., correct.

23 Q. And as far as you know, then, you were

24 there -- did this fight supposedly happen at

25 night?

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1 A. The majority of our business took place at

2 night, so I'm assuming that's what he said.

3 I don't believe anything could have happened

4 during the day. But no one -- you know,

5 they've gone unnoticed.

6 Q. But just in terms of what your understanding

7 is now, as you sit hear today, as to what he

8 was alleging, do you remember if he was

9 alleging that he got in a fight at nighttime?

10 A. I believe the document that I saw was that,

11 yes, it did happen at night.

12 Q. And as far as you know, you were there that

13 night?

14 A. I was there every night.

15 Q. And you don't remember any such fight

16 happening in September of '96, correct?

17 A. No, I don't.

18 Q. Now, when did you first learn that Mr.

19 Cuttichia was making a claim against you as a

20 result of this supposed fight in September

21 '96?

22 A. I believe I received a letter from his

23 attorney regarding the incident.

24 Q. And when did you get that letter?

25 A. That I don't remember. It had to have been

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1 after -- obviously after the incident, after

2 '96. I don't know whether it was '96, '97

3 when he finally got around to it. But the

4 letter came to me. And I did what I normally

5 did. I called D'Addario and told him to come

6 down, pick up the letter. And he would at

7 that point submit it to the agency and submit

8 it, go through the procedure procedures to

9 defend the case.

10 Q. Now, do you still have this letter that you

11 got from Cuttichia's lawyer?

12 A. Yes.

13 Q. And has that been produced in this case?

14 A. I'm sure it is.

15 Q. Well, I'll tell you what I'm going to do.

16 I'm going to hand you -- and I'm going to

17 represent for the record, I've got two

18 packages of documents here. One consists of

19 roughly 60 pages or so, and the other

20 consists of one page. And I'll represent to

21 you that these are all the documents I've

22 received from your lawyer in this case in

23 terms of your document production. Okay.

24 MR. CHAPMAN: Before I get into

25 these, I'm going to mark these as -- why

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1 don't we mark them as Exhibit 2 and Exhibit

2 3. And for the record, Exhibit 2 will be the

3 package that we received from Mr. Carnahan on

4 March 14, 2005 under a letter dated March 11,

5 2005, representing the Plaintiff's initial

6 disclosure documents. Exhibit 3 will be the

7 fax that we received on May 3, '05 from Mr.

8 Carnahan that is, in essence, a one-page

9 supplementation.

10 (Documents marked as Calazzo

11 Exhibits 2 to 3 for identification)

12 Q. So, Mr. Calazzo, I'm going to hand you

13 Exhibit 2. And if you'd take -- now, this

14 might take a couple minutes. But if you'd go

15 through that. And I want to know if that

16 package contains the letter that you got from

17 Cuttichia's lawyer which was your first --

18 and correct me if I'm wrong, the letter that

19 you got from Cuttichia's lawyer was the first

20 notice that you got of any kind about his

21 supposed claim, right?

22 A. Correct.

23 Q. So take a look at Exhibit 2 and tell me if

24 you find that letter in there.

25 A. (Witness reviews document) No, it's not

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1 here.

2 Q. Well, just to be complete, I'll show you

3 Exhibit 3. And that's -- what you have in

4 Exhibit 3 is not the letter either, correct?

5 A. No.

6 Q. All right. So you've gone through the entire

7 document production that I've received on

8 your behalf in this case; and it does not

9 contain the letter that you got from

10 Cuttichia's lawyer, correct?

11 A. Correct.

12 Q. When is the last time you saw this letter?

13 A. There were follow-up letters all the time.

14 Q. I've just got to focus in on the one letter,

15 though.

16 A. The first letter came. I gave it to

17 D'Addario, didn't hear anything. I received

18 another letter from the attorney. I believe

19 I called D'Addario and said, "What's going

20 on? You never submitted it. Why?" And

21 that's when this little roundabout scenario

22 started. At that point, I believe because he

23 didn't answer it or submit it to the

24 insurance company is that the attorney took

25 it through the next process and went to

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1 court, got the necessary information, took it

2 another step further and further until they

3 obtained a lien against my property.

4 Q. Now, do you have a memory of -- to try to

5 zero you in a little bit more about when you

6 got this letter, do you remember when

7 relative to the supposed accident date of

8 September '96 that you got it? I mean was it

9 within a matter of months after that? Was it

10 a year after that? What's your best memory

11 as to when you got it?

12 A. I don't recall because I don't remember,

13 number one, the incident; number two, when I

14 did get it, it was a simple procedure where I

15 called up D'Addario, handed it to him and

16 expected him to follow up as the agent in his

17 responsibility. Obviously that didn't

18 happen. So that delayed the process. And

19 obviously the attorney sent another letter

20 and that -- we got to the next level, though.

21 Q. Let me stop you, though, because you're kind

22 of going afield of my question. And if you

23 start doing that, it's going to take longer.

24 A. No, I understand. But like I told you, I

25 honestly don't. As it came in, it goes out.

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1 I really never held onto them.

2 Q. So your best memory in terms of when you got

3 it was -- if this accident happened in

4 September of '96, your best memory, as you

5 sit here today, was that you got the letter

6 sometime in '96 or '97?

7 A. I have no idea when I received it. I don't

8 remember the date. I remember it coming in.

9 And I remember a second letter. And I

10 remember a third. And I can't give you an

11 exact date. It was somewhere in the

12 vicinity. I couldn't focus on it.

13 Q. How many different letters do you remember

14 getting in all from Cuttichia's lawyer?

15 A. It was probably about a minimum of two, a

16 maximum of -- excluding the court?

17 Q. Right.

18 A. Excluding or including?

19 Q. Excluding.

20 A. Excluding the court probably two, maybe

21 three.

22 Q. And including the court once it was in suit?

23 A. I saw the documents later on. It was

24 probably about maybe three, four

25 additionally.

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1 Q. Now, the two letters that you got from

2 Cuttichia's lawyer before the case went into

3 suit --

4 MR. CARNAHAN: Objection.

5 Q. -- do you have any idea where those are

6 today?

7 MR. CARNAHAN: Did you get my

8 objection to the form of the question?

9 MR. CHAPMAN: Yes. We can hear you.

10 A. The letters when they came in were sent out

11 to the proper representatives, that being

12 John D'Addario. And they could be -- he

13 could have them. The insurance company could

14 have them. But they never responded, so I

15 doubt that. I don't really know. They could

16 be anywhere.

17 Q. Well, you said a few moments ago that you

18 still had the letter and you had seen it

19 before -- sometime before today. So what I'm

20 trying to find out is when is the last time

21 you saw either of these two letters that you

22 got -- maybe Mr. Carnahan's objection is well

23 taken. I should ask you, the two letters --

24 you said two letters outside of court or

25 before court or something like that. The two

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1 letters that you're referring to, are those
2 letters that, as far as you know, you
3 received before suit had been filed? In
4 other words, were they letters threatening to
5 file suit?

6 A. The first one definitely was explaining his
7 injuries or the circumstance which at that
8 point I didn't understand and gave it to Jack
9 D'Addario. The second letter was a follow up
10 of either -- oh, it specifically included the
11 fact that because there was no response, they
12 were going to take additional steps.

13 Q. Okay. And go into court?

14 A. Correct.

15 Q. Now, when is the last time you saw either of
16 these letters?

17 A. It could have been with the other attorney
18 that had filed the paperwork with Medallion
19 and the court and everything associated with
20 Cuttichia. It could have been the paperwork
21 that was filed afterwards. It could have
22 been --

23 Q. Can I stop you there again.

24 A. Sure.

25 Q. As soon as you say "could have been," that

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1 sends up a red flag for the lawyers. Do you
2 have a memory of when you last saw either of
3 these two letters?

4 A. No. There's a box of documents. And as I go
5 through them as needed, I will come across
6 certain things. I had passed on certain
7 documents to the other attorney, and that's
8 it. I can't remember or give you an exact
9 time when I last saw it.

10 Q. Now, the attorney that you're referring to is
11 who?

12 A. That would be Tom Collins.

13 Q. And his office is where?

14 A. Andover.

15 Q. And is he still in Andover as far as you
16 know?

17 A. I couldn't tell you.

18 Q. Do you have a memory of ever providing either
19 of the two pre-suit letters, either the
20 letters themselves or copies of them to Mr.
21 Collins?

22 A. I don't know if they were given to Mr.
23 Collins. But I certainly sat down with him
24 when we received notification that defaults
25 were in process and it was supposed to go to

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1 court and everything else, to get on it and
2 find out what happened to D'Addario and
3 DeVincentis or Medallion at that point, to
4 certainly get to the bottom of it and get
5 proper representation.

6 Q. When is the first time you ever retained Mr.
7 Collins for any reason?

8 A. Probably in 1998, somewhere around there.

9 Q. And was that for Cuttichia or something
10 other?

11 A. No. He was just the attorney representing
12 the restaurant.

13 Q. So generally represented the restaurant?

14 A. Yes.

15 Q. And did you ever have a fee agreement with
16 Mr. Collins?

17 A. He handled what was necessary. And I believe
18 it was \$300, \$400 a week.

19 Q. So Mr. Collins got involved with the
20 Cuttichia claim in connection with his
21 representation of Cai's, generally speaking?

22 A. Correct. Scuttlebutt's.

23 Q. Was it Scuttlebutt's in 98?

24 A. Yes.

25 Q. Okay. Did Mr. Collins ever represent you in

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1 connection with Cai's Food & Spirits?

2 A. No.

3 Q. And when was it that you first became -- when
4 in 1998 was it that -- when did Scuttlebutt's
5 open?

6 A. I believe it was in '98.

7 Q. Do you remember what month?

8 A. I think it was in October.

9 Q. To catch the Halloween rush?

10 A. That's exactly right.

11 Q. I have to drive by that place so I know about
12 that.

13 A. Well, we needed to collect that revenue
14 that's for sure because too much was going
15 out and there wasn't enough coming in. Those
16 two days settled that quickly, though.

17 Q. Was it part of -- and I want to specifically
18 say on this question I don't want you to tell
19 me any communications that you had with Mr.
20 Collins. Okay. But I do need to get an
21 understanding of the scope of his
22 representation, what he was retained to do.
23 Mr. Collins did become involved with the
24 claim by Mr. Cuttichia against you, correct?
25 A. Correct.

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1 Q. And he was involved in defending that claim
2 that was made against you, correct?
3 A. I believe so.
4 Q. And do you know if he ever filed an
5 appearance in court on your behalf?
6 A. That I don't know.
7 Q. Do you recall that there were essentially two
8 different suits that Cuttichia filed against
9 you and the bar?

10 MR. CARNAHAN: Objection.

11 Q. You can answer.
12 A. I never received any of the information
13 regarding any lawsuits in court.
14 Q. No. Well, I'm asking you right now for your
15 understanding as you sit here today. You've
16 already said somewhere along the line you got
17 some of this stuff. I'm saying do you
18 understand there were -- as you sit here
19 today, do you understand that there were two
20 different lawsuits filed?

21 MR. CARNAHAN: Objection.

22 A. No. I don't know how many were filed.
23 Q. And was Mr. Collins retained to pursue any
24 insurance that might be available to you for
25 the Cuttichia claim?

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1 not notified. And that's what eventually
2 turned out to be the lack of cooperation
3 between Joe DeVincentis, John D'Addario, Jean
4 D'Addario, and the inappropriate way of them
5 not getting back to me and informing me as my
6 agent as to why certain things happened and
7 the money being paid out.

8 Q. Let's back up now.

9 A. Uh-huh.

10 Q. Mr. Collins was representing you and
11 Scuttlebutt's -- generally, with regard to
12 the operation of Scuttlebutt's back in 1998,
13 correct?

14 A. Correct.

15 Q. And it was fair to say within -- generally
16 within that time period that you got your
17 first notice of the Cuttichia claim, correct?

18 A. From the attorney, is that the question?

19 Q. Right.

20 A. I received notice from the attorney sometime
21 after '96 when this supposedly happened, the
22 incident.

23 Q. Right. Okay.

24 A. The reason why I know that is because the
25 date was on it as to when it supposedly

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1 A. I believe after I spoke with D'Addario and
2 got no response, spoke to Joe DeVincentis,
3 spoke to Jean DeVincentis, got no
4 satisfaction. When I saw the lien filed
5 against my property without me knowing
6 because I never signed any documentation or
7 any certified letters or being served or
8 anything, a good period of time elapsed
9 before I finally realized that happened. And
10 at that point, I tried to rectify it and say,
11 "Why wasn't I notified? Why was this claim
12 paid? Why did anything not happen on this
13 case and I was not notified?"

14 . As a result of seeing the paperwork
15 which eventually determined the lack of
16 injury that occurred to Mr. Cuttichia as
17 opposed to what he initially said, I believe
18 Mr. Collins submitted a letter to Mr.
19 DeVincentis and also spoke to him regarding
20 how the possibility ever existed that someone
21 would pay \$45,000 out, would allow \$45,000 to
22 be paid without defending the case and
23 looking into a near -- the hospital records
24 proving that there were no injuries and he
25 was released almost immediately, that I was

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1 happened. As to when I received it, I can't
2 remember because I worked day and night, and
3 I just handed over to the proper procedure.
4 Q. But you've already said that somewhere along
5 the line you talked about the notice -- well,
6 strike that.

7 Somewhere along the line, Mr.

8 Collins was retained to represent you in
9 connection with the claim by Cuttichia
10 against Calazzo and --

11 A. He wasn't represented or retained to handle
12 Joe Cuttichia. This was a simple procedure
13 that has happened four or five times previous
14 in my other restaurants when someone alleges
15 something and there's specific medical
16 evidence that is provided. And I've sat in
17 other downtown Boston firms representing me
18 and arguing that point. And eventually the
19 people didn't get any money because of lack
20 of evidence. This did not occur in this. So
21 I performed what I normally did based on a
22 so-called injury, gave it to my
23 representative who in turn is supposed to
24 handle it and defend this case, none of which
25 was ever told to me.

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- 1 Q. Let me ask it this way: You got a letter
2 from a lawyer that reflected that Cuttichia
3 was going to make a claim against you.
4 You're saying in this case here that you
5 should have had insurance for the claim
6 against you by Cuttichia. Okay.
7 Here's my question: Was it part of
8 Mr. Collins' job to chase any insurance
9 coverage that might have been available to
10 you for the liability claim against you by
11 Cuttichia?
12 A. Mr. Collins didn't know anything about
13 chasing anybody until I brought this to his
14 attention because of the lack of
15 correspondence from Joe DeVincentis, Mr. and
16 Mrs. D'Addario, and Medallion. And when I
17 received all the mail that was sent to my
18 wife's house and she was served and was
19 signing my name that she received it, she
20 held onto all the mail for over a year. So
21 as a result, there was no way of Mr. Collins
22 going to court and properly representing me
23 in the court case. Do you see what I mean?
24 So this thing went on for...
25 Q. Okay. Whenever -- well, let me try something

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- 1 else here.
2 MR. CHAPMAN: Dean, the next exhibit
3 which is going to be No. 4 is going to be the
4 Plaintiff's answers to interrogatories.
5 Okay?
6 MR. CARNAHAN: All right.
7 (Document marked as Caiazzo
8 Exhibit 4 for identification)
9 Q. Mr. Caiazzo, I'm going to hand you what we've
10 marked as Exhibit No. 4. Just take a look at
11 that. And then my question to you is going
12 to be is that your signature on the last
13 page?
14 A. (Witness reviews document) Yes, it is.
15 Q. Okay. So the signature on the last page is
16 yours, correct?
17 A. Yes.
18 Q. And you recognize that these were signed
19 under oath?
20 A. Yes.
21 Q. And having had a chance to read these
22 interrogatory answers just now, are they true
23 and accurate?
24 A. To the best of my knowledge, yes.
25 Q. Having just read these over, is there

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- 1 anything in here that you need to change at
2 this point?
3 MR. CARNAHAN: What was that
4 question?
5 MR. CHAPMAN: Is there anything in
6 the answers that he needs to change at this
7 point.
8 MR. CARNAHAN: All right.
9 A. I believe everything is pretty accurate as to
10 the way everything was handled for the two
11 cases.
12 Q. Is there anything in these answers that
13 you're at all uncomfortable with right now?
14 A. No. I believe everything is fairly much the
15 way it was done.
16 Q. Okay. Now, when you got -- well, take a look
17 at Answer No. 5.
18 A. (Witness reviews document)
19 Q. And you see that Question No. 5 is asking you
20 some questions about the notice that you
21 received of the Cuttichia claim?
22 A. (Witness reviews document) Correct.
23 Q. Do you see that?
24 A. Uh-huh.
25 Q. Now, the answer says, "I received a letter

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- 1 from the Plaintiff's attorney in or about
2 1998." Do you see that?
3 A. Correct.
4 Q. What's your basis in the answers for saying
5 that you got the letter in 1998?
6 A. It was approximately a couple years
7 afterwards because of the time -- the time
8 period. I remember receiving -- we were up
9 at Scuttlebutt's building it at that point.
10 And I remember getting -- or handing a letter
11 to Jack D'Addario and then calling him again
12 and asking him why he didn't do anything with
13 it. So it was all within that time period,
14 you know, that 1998 carried over from '97.
15 It was right around that period of time.
16 Q. And where was the letter addressed to? To
17 your home, or was it --
18 A. I don't remember. The first one came to --
19 the first one came to Cai's on Exchange
20 Street.
21 Q. And was Cai's still operating at that time?
22 A. Yes, it was.
23 Q. And when did Cai's last do business on
24 Exchange Street? If you can give me the
25 month and date, if you know.

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- 1 A. It was sometime in '98, also.
- 2 Q. And just so I'm clear, what is the first
- 3 thing you did with this letter you got from
- 4 Cuttichia's attorney?
- 5 A. Like I told you before, called D'Addario.
- 6 Q. You called D'Addario?
- 7 A. Called D'Addario.
- 8 Q. And at Medallion?
- 9 A. Oh, I don't know where he was or what he was
- 10 doing. I had his cell phone number. I had
- 11 his work number. I mean I spoke to him on
- 12 his cell phone and at work on numerous
- 13 occasions.
- 14 Q. And what number did you call him from? Did
- 15 you use your cell phone or --
- 16 A. I have no idea whether I called from the bar,
- 17 from my cell phone. I can't recall that far
- 18 back.
- 19 Q. And what did you say to Mr. D'Addario in this
- 20 first phone call you had with him about this
- 21 letter you had gotten?
- 22 A. It was very simple. "Take care of it."
- 23 Q. What did he say to you?
- 24 A. "I will."
- 25 Q. Did he ask you to do anything? Did he ask

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- 1 you any questions?
- 2 A. He never really mentioned anything. When a
- 3 situation occurred like that, I just passed
- 4 the paperwork on to the people who were
- 5 responsible and that was it.
- 6 Q. Did he ask you to send a copy of the letter?
- 7 A. Send a copy of the letter to who? I had just
- 8 handed it to him.
- 9 Q. Oh, you handed -- okay. Now I'm confused.
- 10 The question was, what's the first thing you
- 11 did when you got the letter? You said you
- 12 called D'Addario.
- 13 A. Called D'Addario. I handed him the letter at
- 14 the bar because he spent enough time down
- 15 there.
- 16 Q. Okay. I'm trying to focus in on the phone
- 17 call now. Okay? The first thing you did
- 18 when the got the letter is you called
- 19 D'Addario?
- 20 A. Correct.
- 21 Q. And you say, in essence, "I've got a letter.
- 22 Take care of it." He says, "Okay." Did he
- 23 ask you to send him a copy of the letter?
- 24 A. I don't believe so. Usually when I call Jack
- 25 and let him know about something of that

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- 1 regard, he would say, "All right. I'll stop
- 2 down later." And that's what he did on a
- 3 regular basis.
- 4 Q. And did he stop down later?
- 5 A. Yes, he did.
- 6 Q. And stopped down where? Where are we talking
- 7 about now? To Cai's?
- 8 A. Cai's on Exchange Street.
- 9 Q. And was he alone?
- 10 A. Yes.
- 11 Q. And what was said between the two of you at
- 12 that time once he had stopped down on
- 13 Exchange Street?
- 14 A. Like I just told you, very simple, "I'll take
- 15 care of it." That was it. I mean it wasn't
- 16 a long detailed question and answer period if
- 17 that's what you're asking because that never
- 18 happened. A letter came in, someone alleged
- 19 something, and he was to take care of it.
- 20 Q. Right. And did you give him the letter at
- 21 that time?
- 22 A. Yes.
- 23 Q. Did you give him the original or a copy?
- 24 A. I don't remember.
- 25 Q. It could have been either?

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- 1 A. It could have been. I don't really recall.
- 2 Q. Did you have a copy machine there at Cai's?
- 3 A. I believe I did.
- 4 Q. Now, once you gave Mr. D'Addario the letter,
- 5 what's the next thing that happened with
- 6 regard to this Cuttichia claim?
- 7 A. Nothing really happened until such time we
- 8 received another letter.
- 9 Q. Okay. How much time passed until you got the
- 10 second letter?
- 11 A. That I don't know. As I explained on an
- 12 earlier question, I don't remember that. The
- 13 time period lapsed because D'Addario didn't
- 14 properly submit it initially, so the
- 15 attorney --
- 16 Q. Just to -- you get the first letter. You
- 17 have a phone conversation and then a meeting
- 18 with D'Addario?
- 19 A. Correct.
- 20 Q. Can you give me a range or a ball park as to
- 21 how much time passed until the second letter
- 22 came in?
- 23 A. That I don't know. I worked seven days and
- 24 seven nights. The least of my concerns,
- 25 believe me, was a letter coming in from an

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1 attorney when the agent's responsibility is
 2 to handle that type of stuff. My
 3 responsibility was not at that point. I
 4 relieved myself once I passed it on to him.
 5 Q. What do you do when you get the second
 6 letter?
 7 A. What do I do? Get a little upset and ask him
 8 why he didn't take care of it.
 9 Q. Where did you receive the second letter?
 10 A. That I don't remember.
 11 Q. And as a result of getting the second letter,
 12 did you call D'Addario or did you meet with
 13 him or what --
 14 A. I have no idea. Like I said, Jack was at the
 15 bar fairly frequently to not only spend
 16 personal time there but also to keep me
 17 updated or whatever. You know, he had to do
 18 new policies. Just spent a lot of time
 19 there. So a lot of times he was on premise.
 20 Q. Well, do you have any specific memory of what
 21 you did with the second letter vis-à-vis Mr.
 22 D'Addario?
 23 A. No.
 24 Q. And you say in the answers to interrogatories
 25 that you got the letter in 1998. Was there

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1 ever a point in time where you got any kind
 2 of response from your insurance company about
 3 the Cuttichia claim?
 4 A. I don't remember receiving anything from the
 5 insurance company regarding Cuttichia at that
 6 point. From that point on, Cai's was closed.
 7 That was it. We were living in Lynnfield.
 8 So I'm sure that someone would have been able
 9 to find my address.
 10 Q. I'm going to direct your attention to one of
 11 the documents in your document production,
 12 which is Exhibit 2.
 13 MR. CHAPMAN: And why don't we mark
 14 this as 2A. And, Dean, this is the letter
 15 from Mr. Collins to Mr. DeVincentis dated May
 16 16, '03.
 17 MR. CARNAHAN: All right.
 18 (Document marked as Caiazzo
 19 Exhibit 2A for identification)
 20 Q. Mr. Caiazzo, directing your attention to
 21 Exhibit 2A, take a moment to look at that if
 22 you'd like. But the question is going to be
 23 is that a letter that Mr. Collins wrote on
 24 your behalf?
 25 A. (Witness reviews document) Yes, it is.

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1 Q. And this is the letter that references the
 2 Cuttichia claim against you, correct?
 3 A. Correct.
 4 Q. Did you review this letter before it was
 5 sent?
 6 A. Yes, I did.
 7 Q. And so you approved the letter?
 8 A. Well, I gave him all the information. He put
 9 it together and sent it off.
 10 Q. So the letter is accurate, in other words,
 11 right?
 12 A. Yes, absolutely.
 13 Q. Now, I'm going to represent to you that in
 14 terms of the documents you've produced, this
 15 is the first written notice on your behalf to
 16 anyone at the DeVincentis agency about the
 17 Cuttichia claim. My question is: Do you
 18 know of any written notice on your behalf to
 19 DeVincentis about the Cuttichia claim sent
 20 prior to this Exhibit 2A?
 21 A. I don't know if anyone had called an
 22 insurance agent and submitted something to
 23 writing to them. You call your agent, tell
 24 them you had an accident or there was an
 25 accident or the house caught on fire, and the

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1 agent takes it from there. So I wouldn't
 2 have any reason whatsoever to put anything in
 3 writing submitting something as simple as to
 4 what happened in the previous ten years of me
 5 being in business. This is just a normal
 6 procedure, you know what I'm saying? It's
 7 just -- in other words, my responsibility is
 8 not to document, write down and submit it in
 9 writing to the agent. That's what the agent
 10 is there for.
 11 Q. In the typical situation I might agree with
 12 you. But in this situation what we're
 13 talking about is a claim that you had
 14 received '96, '97, '98?
 15 A. Uh-huh.
 16 Q. And by the time this letter was written,
 17 there were judgments against you and the
 18 corporation?
 19 A. Correct.
 20 Q. And so it had gone -- you'd agree with me
 21 that it had gone considerably further than
 22 the typical insurance claim, correct?
 23 A. Absolutely.
 24 Q. That's why the question is: Prior to this
 25 May 16, '03 letter, was there ever an

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1 occasion where any other written demand was
 2 made to DeVincentis or anyone at the
 3 DeVincentis agency or Medallion agency?
 4 A. No one realized obviously how far the court
 5 proceedings were going until such time as the
 6 defaults kept happening. And that was by way
 7 of me not being properly made aware of, which
 8 is beyond my comprehension because even if
 9 the insurance company or the attorney did his
 10 job and tried to send me notice, okay, John
 11 D'Addario, Jean D'Addario, or even Joe
 12 DeVincentis was certainly aware of this case
 13 by them being the agent. They knew where I
 14 lived, where I worked, and I spoke to Jack
 15 D'Addario very frequently. So for me not to
 16 be notified of default after default which
 17 eventually led to a payment and a lien on my
 18 property is what I'm concerned about.
 19 Q. Whose handwriting is that on this Exhibit 2A?
 20 A. (Witness reviews document) That's mine.
 21 MR. CHAPMAN: Off the record for a
 22 second.
 23 (Discussion off the record)
 24 (Luncheon recess taken from
 25 12:15 p.m. to 1:01 p.m.)

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1 AFTERNOON SESSION
 2 STEPHEN D. CAIAZZO, RESUMED
 3 DIRECT EXAMINATION, CONTINUED
 4 BY MR. CHAPMAN:
 5 Q. Again, Mr. Caiazzo, with reference to
 6 Exhibit 2, which is your document production,
 7 I'm showing you a -- one of the documents in
 8 here is a request for default judgment in the
 9 Cuttichia vs. Caiazzo case that is dated
 10 October 7, 2002. And my question is --
 11 MR. CARNAHAN: Well, wait. Could
 12 you hold on one second, please?
 13 MR. CHAPMAN: Sure.
 14 MR. CARNAHAN: You referred to this
 15 as an exhibit?
 16 MR. CHAPMAN: This is part of
 17 Exhibit 2. I can --
 18 MR. CARNAHAN: Okay. You just
 19 didn't mark it specifically yet?
 20 MR. CHAPMAN: That's right.
 21 MR. CARNAHAN: Okay.
 22 MR. CHAPMAN: And perhaps I should.
 23 Why don't we call this as 2B.
 24 MR. CARNAHAN: All right.
 25

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1 (Document marked as Caiazzo
 2 Exhibit 2B for identification)
 3 Q. So referring you to the document we've now
 4 marked as 2B, Mr. Caiazzo, when did you first
 5 get this and how did you first get this?
 6 A. I believe I received this and all the other
 7 default notices all in one lump sum
 8 approximately eight to -- eight months to a
 9 year after they were sent to my wife's
 10 residence. And she held them. And then when
 11 I finally realized that I was being sued and
 12 they were applying the -- you know, all the
 13 necessary defaults and whatever, that's when
 14 I called Collins to do something about it.
 15 Because I actually thought everything went
 16 away. Because this was all the stuff that
 17 was mailed to my -- or presented to my wife.
 18 Q. So is it your testimony that the service of
 19 the complaint and the initial request for
 20 default and then the request for default
 21 judgment that we have were served at the home
 22 that you owned where your wife was then
 23 living? Is that your understanding?
 24 A. All the notifications subsequent to the
 25 initial -- you know, one letter or two, I

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1 can't remember exactly. But all the
 2 important documents regarding court that I
 3 found out about is by way of those people not
 4 contacting me at my business or at my
 5 residence. So they went -- they served or
 6 mailed or did whatever they had to do to
 7 where my wife was living. And I never
 8 received any of those in time to justify it.
 9 So, therefore, the insurance agency should
 10 have, you know, caught that one and did
 11 something. And I'm surprised that Jack
 12 didn't.
 13 Q. Well, let's not get too far afield with the
 14 question. So I know what you're talking
 15 about, when you refer to your wife's
 16 residence as compared to where you were
 17 living in your last answer, what's the wife's
 18 residence that you're referring to?
 19 A. King Street, 6 King Street. And I forget the
 20 other address.
 21 Q. That was in Rockport, right?
 22 A. Yes. And I forget the other address. We
 23 stayed for a couple of months.
 24 Q. You're referring to the other --
 25 A. Where she lived.

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- 1 Q. Okay. She lived at 6 King Street?
- 2 A. I lived with her and my daughter at King
- 3 Street for a very short time. And that's
- 4 when I left there. And apparently the
- 5 service and mailings and whatever were
- 6 continually sent to King Street. And instead
- 7 of her -- she was just signing for them. And
- 8 all she was saying is, "You're in a lot of
- 9 trouble with this." I says, "Like what?"
- 10 And she wouldn't explain. And then finally I
- 11 had to put pressure on her to deliver a bag
- 12 full of mail that she held, which included
- 13 most of all these documents that you have now
- 14 regarding the court decisions. I thought
- 15 everything had gone away.
- 16 Q. When you moved out of 6 King Street, you went
- 17 to the address on the Rockport/Gloucester
- 18 line?
- 19 A. No.
- 20 Q. Okay. Where did you next reside after 6 King
- 21 Street?
- 22 A. My boat.
- 23 Q. And where was your boat docked?
- 24 A. It was in Salem.
- 25 Q. What was the name of the boat?

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- 1 A. Plumb Crazy.
- 2 Q. Do you still have the boat?
- 3 A. No.
- 4 Q. When did you last have the boat?
- 5 A. 2001.
- 6 Q. And for what period of time did you live on
- 7 the boat?
- 8 A. Probably for a couple of months after I left
- 9 King Street. Somewhere in the spring of
- 10 2002, maybe.
- 11 Q. All right. I've got to back up. You said
- 12 you got rid of the boat in 2001?
- 13 A. Sometime in 2001, 2002. I don't know
- 14 exactly. I lived on the boat for a couple of
- 15 months. It was windy during the winter.
- 16 Yes. It probably could have went right
- 17 into -- see, you're catching December,
- 18 January. So 2001. It could be 2002 and so
- 19 on and so forth. So by me saying 2001, a
- 20 difference of two weeks would be 2002. The
- 21 question is, again? I'm sorry.
- 22 Q. Yes. What's your best memory as to the month
- 23 and year that you moved out of 6 King Street
- 24 in Rockport?
- 25 A. Like I had said, somewhere in the spring of

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- 1 2002.
- 2 Q. Spring 2002 you moved out of 6 King Street,
- 3 but that's when you moved into your boat?
- 4 A. Correct.
- 5 Q. Did you ever live on your boat at any time
- 6 while Scuttlebutt's was still operating?
- 7 A. No.
- 8 Q. Scuttlebutt's closed when?
- 9 A. September of 2001.
- 10 Q. So when is your -- if you moved onto the boat
- 11 in the spring of 2002, when is your best
- 12 memory as to when -- you were still married
- 13 at that time; you just separated, right?
- 14 A. Right.
- 15 Q. When is your best memory as to when your wife
- 16 gave you this bag of mail?
- 17 A. It had to have been somewhere around 2003. I
- 18 have no idea. This is during the bitter
- 19 divorce proceedings. So you can understand
- 20 how difficult that was for me or anybody in
- 21 the family to kind of -- but it really was
- 22 later on in the -- later on during the course
- 23 of the divorce.
- 24 Q. Again, I don't want to cut you off. But just
- 25 for the sake of trying to move this along if

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- 1 nothing else, if the answer is you really
- 2 don't know, you don't have a memory, it's
- 3 much easier to just say that. I'm not trying
- 4 to tell you what to say.
- 5 A. No, I know. I'm just trying to give you the
- 6 best case scenario. But everything is
- 7 just -- you know, everything was kind of
- 8 caught up in that -- you know, the mailings
- 9 that I never got, so that was creating a
- 10 problem. I don't remember what, but...
- 11 Q. Okay. Now, in 1998 you were still operating
- 12 Cai's Food & Spirits on Exchange Street,
- 13 correct?
- 14 A. I believe we were still in business. We were
- 15 under construction up at Scuttlebutt's. And
- 16 we were still operating Cai's down to the
- 17 wire, yes.
- 18 Q. And do you have a memory in 1998 of what
- 19 month it was down to the wire?
- 20 A. No, I have no idea.
- 21 Q. Do you know who Karen Ware is?
- 22 A. Karen Ware? Not really.
- 23 Q. Have you ever heard that name?
- 24 A. It sounds familiar, but I can't really place
- 25 it.

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1 Q. Did anyone named Karen Ware ever work for
2 you?

3 A. It rings a bell. We had an awful lot of
4 people working for us. It doesn't ring a
5 bell.

6 Q. The correct address of Cai's Food & Spirits
7 was 131 Exchange Street in Malden?

8 A. Correct.

9 Q. I'm going to hand you a --

10 MR. CHAPMAN: This will be the next
11 exhibit, Dean. This will be No. 5. It's a
12 summons.

13 MR. CARNAHAN: All right.
14 (Document marked as Calazzo.
15 Exhibit 5 for identification)

16 MR. CHAPMAN: And for the record,
17 Dean, Exhibit 5 is going to consist of a
18 summons and a complaint, a three-page
19 complaint.

20 MR. CARNAHAN: Okay.

21 Q. Mr. Calazzo, can you look at Exhibit 5 and
22 tell me if you've ever seen that before
23 today.

24 A. (Witness reviews document) Yes, I have.

25 Q. And do you recognize that -- well, what do

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1 you recognize that to be?

2 A. This is the correct address at 131 Exchange,
3 Donna's Pub, Inc. The summons came to
4 Exchange Street. It looks like one of the
5 demands or the correspondence, the summons or
6 whatever, that was associated with the claim.

7 Q. So do you recognize that to be Mr.
8 Cuttichia's complaint against you that was
9 filed in the Malden District Court?

10 A. It doesn't say anything about Cuttichia here.
11 I don't see it.

12 Q. If you look in the upper left-hand corner, do
13 you see Mr. Cuttichia's name?

14 A. Okay. There it is.

15 Q. And it's a suit filed against Donna's Pub,
16 Inc., correct?

17 A. Right, yes. No, I didn't recognize Ronald
18 Dunbar maybe because it was the second
19 attorney. That would be a possibility.

20 Q. But now that you've seen that, do you
21 recognize that to be the summons and
22 complaint that was filed against you in
23 Cuttichia's case in the Malden District
24 Court?

25 A. I didn't receive this. I see it as now

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1 seeing it somewhere. I don't remember
2 receiving this in hand.

3 Q. Okay. And do you understand that a sheriff
4 served that at the bar on Exchange Street in
5 March of '98?

6 A. That's what it says.

7 Q. Okay. And do you remember getting that back
8 then at that time?

9 A. If I did, I got it and handed it to
10 D'Addario.

11 Q. Well, do you specifically remember whether or
12 not you got this particular document?

13 A. No. I don't remember receiving this. If I
14 did, like I said, everything associated with
15 that was just handed to the proper agent.

16 Q. And now that you've seen Exhibit 5, would it
17 be fair to say that before the time reflected
18 on this document was when you got the two
19 letters from Cuttichia's lawyer, the pre-suit
20 letters that we talked about before?

21 A. Well, the letters obviously came before
22 February of 1998.

23 Q. Right.

24 A. So whenever they happened, they happened.
25 You know what I mean? This is February 25.

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1 So he had all of February, all of January.
2 And then if it was in '97, late part, yes, I
3 was in the area.

4 Q. Sure. Now that we've got this document in
5 front of us, you'd agree that you got the two
6 pre-suit letters from Cuttichia's lawyer
7 before --

8 A. Wait a second. I got the first letter prior
9 to this because the letter was a threatening
10 letter explaining about the incident that
11 occurred.

12 Q. And threatening to file suit?

13 A. Right. After that, everything was --

14 Q. There was another letter you've already said?

15 A. Yes. And after that, everything was a blur
16 because I never -- I thought this went away.
17 Either Cuttichia had died or he decided not
18 to file a fraudulent claim is what we
19 perceived it to be in that particular case
20 later on or that D'Addario handled it.

21 Q. Is it fair to say now that you've seen
22 Exhibit 5 you cannot testify one way or the
23 other as to what was done with this?

24 A. I don't remember.

25 Q. Okay. Now, in -- have you ever lived at 54

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1 Pleasant Street in Rockport?

2 A. 54? Yes. That was the other address there

3 for a short time.

4 Q. Okay. And is that the address -- now that

5 I've said it, does that refresh your

6 recollection as to the address that was near

7 the Gloucester/Rockport line?

8 A. Uh-huh.

9 Q. Yes?

10 A. Well, that's not the one that I -- I mean I

11 lived there for a short time. But my wife

12 moved back to there without me. See, this is

13 the problem: Back and forth to different

14 locations.

15 Q. Okay.

16 A. But I believe that was the one --

17 Q. Just so I'm clear, 54 Pleasant Street in

18 Rockport is the address that you referred to

19 earlier that was right near the

20 Gloucester/Rockport line, correct?

21 A. No, no, no.

22 Q. Which address was near the Gloucester/Rock-

23 port line?

24 A. No. That was the one long street in -- that

25 ran from Gloucester and Long Beach down into

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1 Rockport. That's where we stayed for the

2 longest time prior to me leaving King Street.

3 This one here on Pleasant, that was only a

4 couple of months.

5 Q. Now I've got to go back to the beginning

6 because at the beginning we said that you

7 identified two different places in Rockport

8 that you lived: 6 King Street and near the

9 Gloucester/Rockport line, right?

10 A. No. I said I lived in King Street in

11 Rockport and I lived in Gloucester on the

12 line.

13 Q. Right.

14 A. In Gloucester.

15 Q. Okay. In Gloucester?

16 A. In Gloucester.

17 Q. But you don't recall the street address at

18 that --

19 A. No.

20 Q. Okay. Now, when -- for what period of time

21 did you live at 54 Pleasant Street in

22 Rockport?

23 A. I can't remember. I have no idea.

24 Q. What was the sequence of when you lived at

25 the 6 King Street, the Gloucester residence;

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1 and 54 Pleasant Street, what was the sequence

2 in which you lived at those three different

3 addresses?

4 A. King was the last residence that I stayed at.

5 Prior to that, it was Pleasant Street for a

6 very short time. Prior to that, it was the

7 address in Gloucester.

8 Q. And how long did you stay at the Gloucester

9 address?

10 A. I don't remember exactly. Somewhere

11 between -- I don't know. It was probably six

12 months to a year, maybe.

13 Q. And how long did you live at King Street?

14 A. I have no idea. Probably a few months, at

15 least.

16 Q. And what's the last address at which you

17 lived with your wife -- your ex-wife?

18 A. King Street.

19 Q. And did you reside at Pleasant Street with

20 your ex-wife?

21 A. For a short time.

22 Q. For a short time of that few months that you

23 were there?

24 A. No. King Street with my wife was the last

25 time we lived together.

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1 Q. Right.

2 A. Prior to that, we lived at Pleasant Street

3 for a very short time. She went on her own

4 from King Street to Pleasant and then back

5 when I was gone. So I don't know the exact

6 sequence. But we lived in Gloucester for a

7 sequence -- I mean for the sequence purpose,

8 that was No. 1 residence. No. 2 residence

9 was Pleasant Street, and the third residence

10 would be King Street.

11 Q. Did you own any of these properties?

12 A. No. I explained to you before that we

13 purchased a piece of land after selling

14 Lynnfield, and we were waiting to start

15 construction. So we sold Lynnfield, moved to

16 the apartment and waited to start building

17 at --

18 Q. So each of these three --

19 A. Were all rentals.

20 Q. Were all rentals?

21 A. Uh-huh.

22 Q. And do you remember who the landlord was on

23 each?

24 A. No. It was about eleven people living --

25 eleven different apartments, you know what I

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mean? It was one of those.

Q. And do you have any memory as to whether or not in March of '02 you were living at 54 Pleasant Street?

A. I have no idea.

Q. I'm going to hand you --

MR. CHAPMAN: And, Dean, the next exhibit is going to be another complaint and a return of service.

MR. CARNAHAN: All right.

THE WITNESS: I think by March of '02 I was in -- we weren't anywhere near there. That's the time maybe she was there and I had moved to the boat, I think. But I can't remember exactly how many times she moved back from -- she moved from Pleasant to King and then back or King to Pleasant and then back.

MR. CHAPMAN: Sorry. She's got to -- hold on one second.

THE WITNESS: Okay.

(Document marked as Calazzo

Exhibit 6 for identification)

Q. Mr. Calazzo, I'm going to hand you Exhibit 6 which consists of three pages and take a look

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she was the one that kind of ran up and down the stairs screaming and yelling if I received anything like this. So I would certainly remember that because that was a pet peeve of hers. "What is it? Who's it from? What is it about?" and the whole works. So I don't know anything about this until I recognize that it is part of the documents.

Q. Okay. Well, you do recognize that the address that -- where it's represented this was served is accurate, correct? I mean that is an address that you lived at?

A. Right.

Q. And do you have -- specific question now: Do you remember when relative to March 26, '02 you got this?

A. No, because I was never served with this. No one ever came to the door and served me this particular summons.

Q. Okay. And it doesn't indicate -- if you look at the return, it doesn't indicate that anyone is saying that?

A. No.

Q. You testified just a minute ago that you

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at that. And then my question is, do you recognize that?

A. (Witness reviews document) Uh-huh.

Q. And what do you recognize that to be?

A. These are one of the documents that I received from my wife in that whole big package.

Q. Okay. And what's the date on the document?

A. March 26, 2002.

Q. Okay. And when relative to March 26, '02 did you get that document from your wife?

A. I don't -- I don't know exactly when I received this or who received this. But March 26, 2002 when I was still living with her, whether it was over here at Pleasant Street or it was at King Street, it was just one of the two places. I mean this one here, March 26, 2002, this doesn't -- you know, this is the address. 54 Pleasant Street is where we lived for a short time. And then she moved back, you know, without me. And then we moved to King Street. So this -- if what you're asking is -- I never received this in hand.

Now, if my wife received it in hand,

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think this is one of the documents that your wife gave you at some time with this bag of documents she handed you. I'm just asking now that you've seen this document, when is the first time that you saw it?

A. Like I told you, I was handed a stack of documents, pages for which were my wife's -- my signature for which my wife signed by way of mail. This is one of the ones that came in the -- you know, it could have been in an envelope because they serve you in hand, and they send you in the envelope. And that's what happened a lot. So there was a stack of them.

Q. But you don't -- if I'm understanding you correctly, you basically don't know when it was that she delivered this stack of documents to you, correct?

A. No, no. It was around -- like I told you, after the proceedings, the divorce proceedings. So that started in 2002, I believe. It was after that. Probably close to the end of 2002, 2003. I don't know exactly, but that's...

Q. And as of March of '02 you were still

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1 married, correct?

2 A. Yes.

3 Q. And your wife had permission to receive your

4 mail?

5 A. To receive my mail?

6 Q. Right.

7 A. Yes. Not sign for it. Or if she signed for

8 it, why I was never handed. There's no

9 reason I would sign your name if we were

10 living in the same complex and -- you know,

11 do whatever. But I was never handed this.

12 Q. Right. But all I'm saying is when you

13 were -- mail would come to where she was

14 living addressed to you; and she would accept

15 it and then later give it to you, correct?

16 A. Oh, that happened on quite a few occasions.

17 But it also didn't happen because I was never

18 there all the time. I mean I would come in.

19 I was there for an hour and a half, two

20 hours, and then I'd get up and gone.

21 Q. Right.

22 A. This certainly would have come to mind as

23 being an important document. It was left on

24 the kitchen table along with, you know, an

25 hour and a half of, "What happened? What's

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1 going on?" blah, blah, blah, so on and so

2 forth. That does not ring a bell. So that

3 got there, or whether it was returned -- it

4 could have been returned. I don't know.

5 Q. In terms of -- I mean obviously it's a

6 summons and complaint. And if I understood

7 one of your prior answers correctly, this is

8 the kind of thing that your wife would become

9 excited about basically, right?

10 A. Absolutely.

11 Q. And she would say -- the gist of it would be,

12 "Oh, no. What's this? It's a lawsuit. You

13 better take a look at this"? She would say

14 that kind of thing to you, right?

15 A. Exactly.

16 Q. And would it be fair to say based upon, you

17 know, how she was during your marriage this

18 is the kind of thing that she would try to

19 bring to your attention as soon as possible?

20 A. I would think so. It's not something to be

21 hanging around the house for long, I'll tell

22 you that.

23 (Document marked as Caiazzo

24 Exhibit 7 for identification)

25 MR. CHAPMAN: Dean, Exhibit 7 is a

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1 letter dated December 12, '02 from the Law

2 Offices of Stephen Whitman to Thomas Collins.

3 MR. CARNAHAN: Okay.

4 Q. Mr. Caiazzo, I'm going to hand you Exhibit 7

5 and ask if you've ever seen that letter?

6 A. (Witness reviews document) Yes, I have.

7 Q. And do you remember seeing that back in

8 December of '02?

9 A. It's familiar. I remember seeing Stephen

10 Whitman. And I remember seeing this as one

11 of the envelopes that was taken by my wife

12 and signed because there were two or three of

13 them by the Law Offices of Stephen Whitman.

14 Q. Okay. And you see it's a letter addressed to

15 Mr. Collins?

16 A. Right.

17 Q. And Mr. Collins was representing you at that

18 time?

19 A. Yes, he was.

20 Q. And Mr. Collins was representing you at that

21 time in connection with Mr. Cuttichia's

22 claim, correct?

23 A. This is when I received all this information

24 from my wife that I started to open it up and

25 said this is the Whitman -- I mean Cuttichia

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1 case that's been lagging. And this was the

2 reason why the lien was put on the property.

3 And that's when I decided to call Joe and

4 settle it, find out. And then I went to Tom,

5 and I said, "Here's the guy. Call him and

6 get this thing squared away." And that's

7 what this is.

8 Q. So would it be fair to say that you had

9 engaged Mr. Collins to get involved in the

10 Cuttichia claim prior to the date of that

11 letter?

12 A. This was part of a stack of letters which I

13 have from the Law Offices of Stephen Whitman

14 that were mailed to King Street, maybe

15 Pleasant Street, all of them. Some of which

16 were secured by return request mail that was

17 not signed by me. My wife signed my name.

18 These were opened by me when I found them.

19 These were backdated because the time period

20 extended it from the time she held on. I

21 called Tom. I says, "Get something -- this

22 is what the deal is."

23 Q. Again, I don't want to interrupt you, but

24 that doesn't -- what you just said doesn't

25 apply to this letter.

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Exhibit 1B

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1 A. Why wouldn't it?

2 Q. Because it's not addressed to you.

3 A. I understand this. But this is something

4 that Collins had called Whitman on because

5 Whitman is the one that I called Collins on

6 after I received the stack of mail.

7 Q. Yes.

8 A. So he contacted Whitman and Whitman

9 apparently wrote a letter here.

10 Q. Right. All I'm saying is this letter that

11 you have that you're holding, Exhibit 7,

12 that's not a letter that was in the stack of

13 documents that you got from your wife and

14 that you gave to Mr. Collins, correct?

15 A. No. This is the type of letters from Stephen

16 Whitman that I recognized as being part of a

17 group of letters that were sent to the other

18 address that I never got until later.

19 Subsequently, this was the follow-up letter

20 that I -- after Tom Collins contacted

21 Attorney Whitman. This is made out to

22 Collins. But the other ones were made out to

23 me. This is just a follow up from an

24 attorney to an attorney to try and settle.

25 Q. And where are all these prior letters from

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1 Whitman's office to you?

2 A. Tom Collins has them. I have a copy.

3 Q. Where is the copy you have, because it hasn't

4 been produced?

5 A. Oh, I got plenty of copies.

6 Q. Well, where are they?

7 A. Where are they? I have them.

8 Q. Where in your possession?

9 A. Well, I don't have them with me today. But I

10 have them. Tom Collins had copies. I made

11 enough copies for everybody. Tom Collins was

12 handling it. I held on to them.

13 Q. Where do you keep all these documents? Is

14 there a particular place? Are they down in

15 Florida?

16 A. Yes.

17 Q. And where -- do you own the property in

18 Florida?

19 A. No, I don't.

20 Q. Okay. Your girlfriend does?

21 A. Yes.

22 Q. And is there -- where do you keep it? Do you

23 have a desk or a filing cabinet?

24 A. I have them in my garage.

25 Q. In your garage. Do you have boxes in the

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1 garage?

2 A. Yes.

3 Q. So it's your testimony that you have some

4 letters that pertain to this case in your

5 garage in Florida but that haven't been

6 produced yet; is that accurate?

7 A. I have a whole lot of documentation that is

8 relevant to this case, none of which would

9 excuse the fact that the Joseph Cuttichia

10 case was not handled properly. You know,

11 copies of letters and stuff are fine. But

12 the bottom line is this is years. And

13 obviously two attorneys are trying to get

14 ahold of me that they couldn't do and, you

15 know, attach my real estate, attach the lien

16 on my real estate and got paid \$45,000 for an

17 injury that never occurred.

18 MR. CHAPMAN: And, Dean, I'll say

19 this for the record, I am requesting that any

20 other letters -- any documents that are

21 within the scope of either the pending

22 document requests or the scope of the initial

23 disclosure obligations be produced. Okay?

24 MR. CARNAHAN: Yes. I made a note

25 of that.

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1 Q. Now that you've seen Exhibit 7, does that

2 help you to tell me when relative to the date

3 of this letter that you engaged Mr. Collins

4 to help you with the Cuttichia claim?

5 A. Well, this letter is dated December 12, 2002.

6 Q. Right.

7 A. So I probably received this maybe a month

8 before. I mean it was a short time. As soon

9 as I received all the mail and went through

10 it, I immediately went up to Collins. And he

11 then did what he had to do to write a letter

12 to Whitman or call him. And then, you know,

13 Attorney Whitman got in touch with Collins.

14 Q. So your best testimony is you retained or you

15 engaged Mr. Collins to help with the

16 Cuttichia claim sometime in November of '02?

17 A. I mean, that's what it looks like.

18 (Document marked as Caiazza

19 Exhibit 8 for identification)

20 MR. CHAPMAN: Dean, No. 8 is an

21 order of notice.

22 MR. CARNAHAN: Okay.

23 Q. I'm handing you Exhibit 8. And do you

24 remember getting that document back in late

25 '02?

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1 A. (Witness reviews document) No, I don't.
 2 This says 1/7/03 is when the hearing was.
 3 Q. Right.
 4 A. Yes. So, no. I think this is one of the
 5 ones I didn't -- I was unaware of.
 6 (Document marked as Calazzo
 7 Exhibit 9 for identification)
 8 MR. CHAPMAN: Dean, No. 9 is a
 9 clerk's notice.
 10 MR. CARNAHAN: All right.
 11 Q. I'm going to hand you Exhibit 9 and ask, do
 12 you recognize that document?
 13 A. (Witness reviews document) This is another
 14 one that I got at a later date.
 15 Q. When did you first get that document? It's
 16 dated in January of '03, correct?
 17 A. Yes. I have no idea because everything --
 18 this was sent to -- this wasn't even sent to
 19 me.
 20 Q. Well, I'm not saying it was sent directly to
 21 you.
 22 A. Yes, this wasn't sent to me. So you're
 23 asking when I noticed this?
 24 Q. Well, yes. When did you first see this
 25 document?

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1 A. This was part of the group of paperwork that
 2 Tom Collins and myself, either by way of
 3 communication with him in Whitman's office --
 4 I never received this. This wasn't mailed to
 5 me.
 6 Q. By January '03, Mr. Collins was representing
 7 you in connection with the Cuttichia case?
 8 A. Right.
 9 Q. And do you recall learning that there was
 10 going to be an assessment of damages hearing
 11 against you that was scheduled for early
 12 January of '03?
 13 A. No, because this was a shock to me as to how
 14 this was assessed. And when I got it, I kept
 15 calling D'Addario. I flipped out, called
 16 over to Tom. I says, "How could this be?"
 17 There was no injury. I was never notified.
 18 And he went ahead and did the research and
 19 found out there wasn't a police report.
 20 There was no -- he called the hospital and
 21 that was in reference to the letter saying
 22 that was no damage and there was no injuries.
 23 And this is what was so shocking:
 24 that I was never notified; I couldn't
 25 properly be represented; and that nobody came

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1 to find me. D'Addario, the agency, nobody
 2 could find me. But yet I was doing business.
 3 I was seeing D'Addario. He was on my boat.
 4 And everything associated with the
 5 representation of this case -- for all
 6 practical purposes, this was out of sight,
 7 out of mind. I didn't know if this guy moved
 8 to Canada or he looked at it and says, "I
 9 wasn't hurt. I can't win this. Why am I
 10 going to do it?" It was out of sight, out of
 11 mind.
 12 Do you honestly think that I would
 13 allow someone to go unnoticed over at court
 14 and have them apply a \$36,000 lien on my
 15 property without defending this at all?
 16 Q. Well, that's my question. In January of '03,
 17 Mr. Collins was on this case for you?
 18 A. Uh-huh.
 19 Q. And do you know if he or anyone else on your
 20 behalf appeared in court on --
 21 A. December? No.
 22 Q. December 5th --
 23 A. No. January 7, 2003, right? A motion was
 24 going to be held at the courthouse in
 25 Lawrence, the Superior Court on 1/7/03,

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1 right?
 2 Q. Right. That's for a real estate -- okay.
 3 That's for real estate attachment. My
 4 question is: With regard to Exhibit 9, do
 5 you know if anyone appeared in court on your
 6 behalf on December 5, 2002 to defend the
 7 assessment of damages hearing?
 8 A. I just told you, I was unaware of any type of
 9 hearings or assessments or court decisions.
 10 That's what this whole shocking incident is
 11 about.
 12 Q. So is the answer to the question you don't
 13 know; you're not aware of it?
 14 A. Right.
 15 Q. Okay. And the next question is with regard
 16 to Exhibit 8. Do you know if anyone appeared
 17 in court on your behalf on January 7, '03 to
 18 defend the motion for a real estate
 19 attachment?
 20 A. I have no idea because I hit the roof when I
 21 found out about it.
 22 Q. Now, have you ever made any kind of claim
 23 with the Board of Bar Overseers or otherwise
 24 against Mr. Collins?
 25 A. Yes.

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1 Q. And when did you make out that complaint?

2 A. Last year sometime.

3 Q. And what's the status of that complaint now

4 with the BBO?

5 A. Well, based on what happened, he was held

6 responsible to handle certain matters which

7 he didn't. And as a result, I questioned his

8 validity in getting back to me on a timely

9 basis which eventually turned out to be

10 disastrous for me financially because of

11 these -- I'm not saying this was the only

12 one. There was other issues. And that was

13 it. So they looked at it and decided that

14 based on all of the other associations which

15 have no relevance to this or this case here

16 were questioned by me through the BBO.

17 Q. So what's the outcome of your complaint in

18 the BBO against Mr. Collins?

19 A. On my other cases. They don't have the --

20 what I initially filed with the BBO against

21 Tom Collins, okay, none of the paperwork --

22 it was incomplete because I was supposed to

23 get another attorney to finish and go after

24 him. That's the way the BBO left it, and

25 that's what we did.

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1 Q. Did your complaint against Mr. Collins

2 include any allegation of mishandling of the

3 Cuttichia claim?

4 A. I don't remember. I don't know whether it

5 was the Cuttichia claim or not. I know it

6 was the workman's comp. I know it was my

7 divorce, the way he handled the divorce. I

8 don't remember much after that, what other

9 things were available.

10 Q. And have you ever filed any kind of civil

11 claim against Mr. Collins?

12 A. I don't know if the civil claim has been

13 filed. It may have. It may already.

14 Q. Have you engaged a lawyer to represent you in

15 a civil claim against Collins?

16 A. We've discussed it with a few people.

17 Q. Okay. And the civil claim against Collins

18 would arise out of his alleged mishandling of

19 a workers' comp claim, of your divorce case;

20 and anything else specifically?

21 A. Unemployment case.

22 Q. You mean an unemployment claim of yours

23 personally?

24 A. Right.

25 Q. Who did you make an unemployment claim

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1 against?

2 A. It was out of Gloucester District Court.

3 Q. And who did you file that claim against?

4 A. The unemployment -- Division of Employment

5 and --

6 Q. Yes, but arising out of your employment

7 where?

8 A. Out of a combination of Scuttlebutt's when we

9 closed and the Blue Parrot.

10 Q. And how is it that you alleged he mishandled

11 these unemployment claims?

12 A. It was defaulted.

13 Q. In other words, a claim was filed, the

14 failure to prosecute, and then it was

15 dismissed?

16 A. They apparently sent him a letter asking him

17 to follow up in a letter and produce the

18 necessary documents as opposed to the initial

19 ones. And I found out later on, seven, eight

20 months later on to a year. And I thought it

21 was still on hold and it got dismissed

22 because he never returned -- never followed

23 up on it.

24 Q. Have you ever filed any BBO claims against

25 any other lawyer beside Mr. Collins?

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1 A. Yes.

2 Q. And who else?

3 A. Mr. Kelly Landolphi.

4 Q. Anyone else?

5 A. No.

6 Q. And when did you file the claim against Mr.

7 Landolphi?

8 A. Last year.

9 Q. And what is it that you've alleged that he

10 did wrong?

11 A. Mismanaged, made some misrepresentations on

12 the bar -- on the lease, never got back to

13 the landlord in time on a letter that was

14 sent suggesting payment of the water bill

15 that was in dispute which caused the lease to

16 be broken in Superior Court in Salem.

17 Q. We're talking about Scuttlebutt's, right?

18 A. Yes. So I haven't had very good luck with

19 attorneys.

20 MR. CARNAHAN: Except for me.

21 THE WITNESS: Except for you.

22 MR. CHAPMAN: I knew you'd perk up

23 at that one.

24 THE WITNESS: I mean prior. I'm

25 sorry.

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1 Q. And have you filed or do you anticipate
2 filing any kind of civil claim against Mr.
3 Landolphi?
4 A. Mr. Landolphi was disbarred for three years.
5 And this was based on previous accounts of
6 misappropriation of funds and things
7 associated with his law practice.
8 Q. Disbarred on account of anything involving
9 you?
10 A. No, because they didn't need that. They told
11 me, "Steve, we don't need it. But we would
12 like you to come forth at the hearing late
13 this summer," I believe so we could extend it
14 to a point where he may not be able to get
15 reinstated.
16 Q. And how about a civil claim against Mr.
17 Landolphi?
18 A. No.
19 Q. Okay. Have not filed one? Don't plan to
20 file one?
21 A. We're still looking into it because he's out
22 of -- no one can find him.
23 Q. And have you retained any counsel to look
24 into that for you?
25 A. No. I just talked to a few different people.

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1 I haven't made a decision yet.
2 Q. So have we now talked about all the BBO
3 claims or potential civil claims against any
4 lawyer that you've ever brought?
5 A. Yes, I think we've covered it all.
6 Q. You've already testified that when you found
7 out about this claim against you by
8 Cuttichia, you told Mr. D'Addario. Did you
9 ever attempt to get in touch directly with
10 the insurance company?
11 A. Yes.
12 Q. And what insurance company as far as you're
13 concerned should have responded to this
14 Cuttichia claim?
15 A. I don't know which one it was because all
16 different -- there was Lloyd's of London.
17 There was Legion for the workman's comp.
18 There was a -- you know, there was four or
19 five different companies with each different
20 insurance package. So there could have
21 possibly been three or four different
22 companies. I forget which one I called or
23 who was associated with it. But I called a
24 lot of them, and they all -- you know, no one
25 would talk to me about it. "You have to go

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1 through your agent." And that's when I said,
2 "I can't. They won't respond" and blah,
3 blah, blah. And one thing led to another,
4 and that's what this whole, you know,
5 problem.
6 Q. Did you ever send any written notices to any
7 insurance company about the Cuttichia claim?
8 A. No, not that I know of.
9 Q. Based upon your --
10 A. I sent it to the agency, though.
11 Q. Right.
12 A. Right.
13 Q. Based upon -- as a guy who at least at some
14 point had an insurance agent's license and in
15 connection with your experience with
16 getting different --
17 A. Life insurance, life insurance, possibly
18 disability.
19 Q. Right, as you said. In connection with that
20 experience and in connection with your
21 experience in getting different types of
22 insurance for the different bars you've
23 owned, what type of coverage would a claim
24 like Cuttichia's come under, if any?
25 A. If he was hurt while within the confines of

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1 the square footage of that leased area, the
2 insurance company would cover it unless there
3 was some --
4 Q. Which type of insurance?
5 A. Well, it would be a dram shop or some type of
6 liability. And all the different packages
7 were explained in the sheets.
8 Q. Now, as the years went by, you know, the
9 years during which you were getting the
10 insurance from DeVincentis or the Medallion
11 agency, you'd get your policies in the mail,
12 correct?
13 A. Sometimes we'd get them in the mail.
14 Sometimes Jack would deliver them in hand in
15 a folder similar to this.
16 Q. And when you'd get these -- and we're talking
17 about all the different types of policies,
18 right?
19 A. Correct.
20 Q. Did you have different renewal dates such
21 that you would get the policies at different
22 times during the year? Or did they all come
23 at the same time basically, or what's your
24 memory on that?
25 A. No. The whole package, the deposit was made.

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1 The renewal date we'll say was June 1st. He
2 would let me know in April or something or
3 May, "It's coming up, your renewal. Let's
4 discuss it." And if everything was going
5 well and we wanted to increase or -- you
6 know, sometimes I was more concerned with the
7 liquor liability because that was the one
8 that went up. It was so expensive. And
9 sometimes we had to downgrade that. But most
10 of all, he would say, "Okay. We're going to
11 go through the same company" or "I'm going to
12 get a quote. This is a better deal from this
13 company" and so on and so forth. And then
14 shortly before that, he would come down, sign
15 the paperwork. They'd calculate -- they'd
16 give me a sheet which included the deposit,
17 all the different packages and how much it
18 was going to be per month to the company.
19 And that was it.

20 Q. Right. And how was your experience with
21 Medallion and the DeVincentis agency in terms
22 of getting the written policies, receiving
23 them? I mean was that --

24 A. Obviously for the renewals it was in their --
25 you know, it was to their benefit that we

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1 renewed as soon as possible because the
2 checks were sent directly to them. And a lot
3 of my deposit checks were like -- some were
4 \$4,000 and some were \$7,000 which reduced the
5 monthly payment. Because I think at one
6 point I said to Jack, "Can we lower the
7 liquor liability and increase the down
8 payment?" And then the monthlies were
9 reduced somewhat. So, yes, I mean everything
10 was done that way on, you know, the things
11 that were included on claims, three or four
12 different claims over a three, four -- period
13 were almost ignored. And some of them
14 weren't even, you know, answered properly.
15 That's all I asked for was someone just to
16 clarify an answer. I knew I had the
17 insurance. But they would just say, "No, you
18 don't have any insurance."

19 Q. When you were operating Cai's Food & Spirits,
20 was there a particular place you kept your
21 insurance records?

22 A. I kept them in my file cabinet.

23 Q. So you'd get -- during the course of the
24 year, you'd service a workers' comp policy
25 from the agency; you'd receive a general

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1 liability policy; you'd receive a liquor
2 liability policy, all these different
3 policies; and you'd get them and you'd put
4 them in the filing cabinet?

5 A. Right.

6 Q. And would you read any of these policies?

7 A. Pretty much so, yes.

8 Q. Okay. And why would you read them?

9 A. Because based on the knowledge of the
10 insurance industry, there's all kinds of
11 exclusions that would indicate that most
12 people who were buying insurance initially to
13 find out that there would be no necessity to
14 pay \$3,000 for a particular policy when the
15 time came. There was going to be an
16 exclusion on that. And the exclusion rights
17 and the exclusion clauses were defined
18 clearly just so everybody knew what to
19 expect.

20 Q. Okay. And so during the course of reading
21 these different insurance policies, would it
22 be fair to say that you generally understood
23 that if you had any claim under any of your
24 insurance policies, it was important that the
25 company get notice of the claim quickly?

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1 A. The agent is to be notified, not the company.

2 Q. Right. But the company says in the policy
3 that you need to notify us, the company;
4 right? You the insured need to --

5 A. No. An agent is the one who handles all
6 types of correspondence. I do not -- I never
7 remember reading anything associated with me
8 contacting the insurance company. It was the
9 agent directly, and that was it. I mean I
10 was --

11 Q. Well, let me ask it this way: Do you
12 understand from reading different insurance
13 policies that the company needs to get notice
14 of a claim promptly?

15 A. Exactly.

16 Q. And is that -- would that be a fair statement
17 in terms of whatever kind of insurance policy
18 we're talking about, whether it be a liquor
19 liability, general liability, workers' comp,
20 whatever, correct?

21 A. I would think so.

22 Q. Now, when you were operating Scuttlebutt's,
23 was it the same situation? You'd receive the
24 written policies, and you'd put them
25 somewhere at Scuttlebutt's?

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1 A. I had them in the file cabinet.

2 Q. So you had -- you also had a file cabinet at

3 Scuttlebutt's in which you'd keep your

4 insurance policy?

5 A. Yes.

6 Q. And was it the same situation when you were

7 operating Scuttlebutt's, that you'd get the

8 policies either in the mail or by hand

9 delivery from the agency, you'd look at them,

10 you'd read them over, and then you'd put them

11 in the cabinet?

12 A. Most likely.

13 Q. Other than -- I mean you've already testified

14 that you talked to Mr. D'Addario on

15 apparently multiple occasions about the

16 Cuttichia claim. Do you have any other

17 evidence or any documents of any kind that

18 would support your testimony that Medallion

19 received notice of the Cuttichia claim at any

20 time before February of '03?

21 A. Any documentation, like I said, I wasn't

22 required to put in writing to anybody about

23 any claim.

24 Q. Okay. So let's see if you can answer that

25 yes or no.

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1 A. That would be obviously no.

2 Q. All right. Do you remember talking with Jean

3 D'Addario in February of '03 about the

4 Cuttichia claim?

5 A. I don't remember discussing anything exactly

6 with her. All I know is every time I called

7 her, there was only a couple of times I spoke

8 with that woman. And one was that she was

9 going to look into the archives and get back

10 to me. And then I never heard anything.

11 Kept calling and calling and calling. I was

12 put on hold. When I asked for her, they

13 said, "Who's calling?" "Steve Caiazzo." I

14 was on hold for half an hour, 35, 40 minutes.

15 Just hung up. Called again, wouldn't answer.

16 Called again, "She's not in." She never

17 returned my calls for a long period of time.

18 And then finally she called or I got ahold of

19 her, I forget, or D'Addario called. I forget

20 exactly what was said, but it was similar

21 to --

22 Q. Well, I don't want you to guess. If you

23 don't remember --

24 A. What I'm saying is what they basically said

25 was -- they could have said it a month before

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1 or two months; I forget exactly what the time

2 was -- "You don't have insurance for that.

3 It's not covered" or "We can't find it" or

4 something. Number one was we couldn't find

5 it. And then -- there was just too much

6 inconsistencies regarding the coverage and

7 they couldn't find it. And I know Joe

8 DeVincentis said at one point, "We can't find

9 anything. We don't have any copies of

10 anything."

11 Q. Do you remember talking to Jean in February

12 of '03 about the Cuttichia claim and her

13 saying to you in essence, "We never heard

14 about this before"?

15 A. No, I don't.

16 Q. Do you remember her telling you in February

17 of '03 that their records didn't even go back

18 to 1996 and they were going to have to go

19 back and try to find out who the insurance

20 company was in 1996 when Cuttichia's accident

21 supposedly happened?

22 A. No, not at all. It was quite the contrary

23 that she says, "We're going to find out.

24 It's the first I heard of it." I said, "I

25 gave it to Jack. He said he was going to

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1 give it to you." Apparently he didn't. And

2 subsequently this next set of events trickled

3 on into court. And as a result, the land

4 was -- you know, that was liened. And then

5 she did say, "We're going to have to look

6 into the archives." As far as her hearing

7 about it, I don't know. But I don't think I

8 was given that much information on any given

9 conversation with Jean D'Addario. It was

10 short and sweet when I was lucky enough to

11 speak with the woman.

12 Q. Do you remember -- well, as you sit here

13 today, do you understand who the different

14 insurance companies were that might have been

15 obligated to cover the Cuttichia claim from

16 1996?

17 A. No.

18 Q. Do you remember ever having any direct

19 contact of any kind with anyone from

20 Interstate Insurance Company?

21 A. It could have been one of the companies I

22 called. Like I said, I pulled out a lot of

23 the files and started calling people.

24 Q. But I'm asking you again for a specific

25 memory. If you don't--

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1 A. I mean the name -- you could say John Jones
 2 Insurance, Tommy Smith's. I don't know.
 3 That name sounds familiar. And I called a
 4 bunch of them as I explained to you earlier,
 5 but I don't know.
 6 Q. I bet you've got something better to do later
 7 on today. So we can --
 8 A. Not necessarily. If you've got a pillow and
 9 a blanket, I'll stay here. I'm living in
 10 Florida.
 11 Q. All right. Okay.
 12 A. No, I'm serious about that. I just -- the
 13 name sounds familiar. But I called a lot of
 14 them which I told you earlier. I don't
 15 remember exactly.
 16 Q. I'm going to try one more, though. Do you
 17 remember ever having any direct contact of
 18 any kind with anyone from Pacific Insurance
 19 Company?
 20 A. That rings a bell. I may have called them,
 21 too.
 22 Q. Do you have any specific memory?
 23 A. I remember a whole list of names which I took
 24 off a printed sheet, and that's all I
 25 remember. I remember Lloyd's of London. I

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1 remember Legion. Interstate I believe was
 2 one. I can't remember exactly what the other
 3 ones were, but I know there was at least
 4 three or four.
 5 Q. Your claim against -- if we look at the
 6 complaint which is Exhibit 1, you're
 7 basically complaining that Medallion didn't
 8 provide proper notice and that's the reason
 9 you don't have insurance for this claim,
 10 correct?
 11 A. Proper notice for what?
 12 Q. For the Cuttichia claim.
 13 A. Notice to me?
 14 Q. In other words, you're saying you notified
 15 D'Addario? D'Addario didn't notify the
 16 insurance company; therefore, you don't have
 17 insurance for the Cuttichia claim? Is that
 18 what you're saying in this case?
 19 A. No, no. What I'm saying is I wasn't properly
 20 notified. I handled my responsibility
 21 according to procedure. From that link, it
 22 obviously didn't get done from D'Addario to
 23 his office or to the insurance company. As a
 24 result, during the course of the next two
 25 years, three years, I was never notified by

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1 them or associated with anyone involved with
 2 representing this case or attempting to
 3 defend the fact that someone was not hurt but
 4 said they were. That's a fraudulent
 5 insurance claim.

6 After Tom Collins wrote this letter
 7 justifying the hospital, the patient, you
 8 know, the decision from the hospital based on
 9 his medical condition when he left there did
 10 not add up. So why was this allowed to
 11 continue without nobody caring to let me
 12 know? And as a result, the \$45,000 was
 13 placed in lien on my property. And
 14 subsequently a check was paid out of the sale
 15 of my personal property to a person named Joe
 16 Cuttichia who was never hurt in my bar.

17 And instead of fighting this and
 18 defending this -- it could have ended up
 19 being \$5,000. Who knows? That's what I
 20 thought. It was just a quick settlement to
 21 get rid of them. I didn't know two, three
 22 years down the line that this was going to be
 23 a mark on my personal property and then
 24 eventually a check sent to this guy.

25 Q. I'm going to ask you a specific insurance

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1 question now. All right?
 2 A. Uh-huh.
 3 Q. Can you identify any particular insurance
 4 policy that you say should have covered the
 5 Cuttichia claim?
 6 A. I don't know exactly what company during
 7 which time liability was assigned. It is not
 8 that specific in the disclosure sheets. It
 9 did say on my income disability "Income
 10 Disability Package." It did say "Workman's
 11 Comp Package," "General Liability," and so on
 12 and so forth. It did not say anything
 13 specifically about an injury to a patron in
 14 your bar that was not going to be covered or
 15 was going to be covered based on the ability
 16 to prove it or to disprove it. That's all.
 17 It's hard to --
 18 Q. So if I can distill that answer down to its
 19 basic part, is it fair to say you are not
 20 able to identify a specific policy that you
 21 say should have covered the Cuttichia claim?
 22 A. Correct.
 23 Q. Okay. Now, if we take a look at Count II of
 24 your complaint in Exhibit 1, you're alleging
 25 that Medallion failed to provide notice of a

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1 disability claim. Do you see that?

2 A. Which one was it?

3 Q. Count II. It starts at the top of the page.

4 A. (Witness reviews document) Yes.

5 Q. Now, have you ever had a disability insurance

6 policy?

7 A. Absolutely.

8 Q. And when is -- for what period of time have

9 you had disability insurance?

10 A. I had it at Cai's, and it ran into

11 Scuttlebutt's. Because I specifically asked

12 for that in case I got hurt because I had

13 mortgages on two properties and everything

14 else.

15 Q. Okay. So you're saying you had a disability

16 insurance policy in effect for roughly how

17 many years?

18 A. A good many years. It probably happened more

19 so at the end of operation of Cai's, probably

20 between, I don't know, anywhere between 1995

21 to 2001 at Scuttlebutt's, somewhere within

22 that vicinity.

23 Q. And so like the other policies, you would

24 receive the disability policy either in the

25 mail or by hand delivery?

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1 A. Yes.

2 Q. And where did you get this disability policy?

3 A. From what company?

4 Q. Exactly.

5 A. From what company did I get --

6 Q. Right.

7 A. I didn't obtain that. I purchased it as part

8 of the package through John D'Addario who in

9 turn dropped off a package of insurance

10 policies, some of which included -- as I read

11 across it said "Disability Income Package."

12 And it has a figure at the end as to how much

13 it's going to be for the entire quote for the

14 year.

15 Q. All right. So if I understand right, you're

16 saying you got some disability coverage

17 through Mr. D'Addario?

18 A. Correct.

19 Q. And who was the insurer on your disability

20 coverage?

21 A. I don't know.

22 Q. Was it always one insurer, or was it

23 multiple?

24 A. I don't remember because he would vary in his

25 quotes from renewal to renewal.

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1 Q. Okay. But your testimony is you specifically

2 received a policy or a documentation that

3 told you you had disability coverage?

4 A. Yes, absolutely.

5 Q. Okay. And has that been produced in this

6 case?

7 A. No.

8 Q. Why not?

9 A. Well, number one, the document that I had

10 submitted to Tom Collins that we were sitting

11 in his conference room and I noticed that

12 it's gone beyond me. I says, "I'm entitled

13 to this income policy. I forgot about this,

14 and there it is." I said, "Send this" -- I

15 says, "I need a copy. After you do what you

16 have to do, submit this to D'Addario" or

17 whatever. I says, "Call me back. I need a

18 copy of that."

19 Now, in addition to that, at the end

20 of Scuttlebutt's from the time we had -- we

21 had filed for bankruptcy. When the lease was

22 broken through Landolphi, they came in and

23 locked the doors. Okay. So my office was

24 locked. All the files were in there when I

25 left. I was notified that I would have to

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1 contact the bankruptcy trustee, set a date up

2 to go in and get my personal property.

3 We went in two days later, and the

4 landlord had completely trashed the office.

5 I have pictures of that. And everything --

6 checkbooks, everything was gone. And that

7 was part of, you know, the package. I mean I

8 have periodical pieces of paper here that I

9 had that was left on the floor or on the

10 table, on the desk or wherever. But for the

11 majority of everything, everything associated

12 with the lease was gone. Certain documents

13 were gone. The whole office was trashed.

14 And normally I would be able to

15 produce that, but you would figure the

16 insurance agency would know what company

17 represented that or provided that coverage.

18 Q. Well, I'm afraid I'm not following your last

19 answer because the documents with Cai's --

20 I'm sorry -- the documents with Scuttlebutt's

21 were gone as of September '01. And you said

22 a minute ago that you were looking at some

23 documents with Mr. Collins which took place

24 in 2002, if I understand your answer

25 correctly?

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1 A. Right.

2 Q. That showed that you had a disability

3 coverage?

4 A. Correct.

5 Q. And the original question was why haven't

6 those documents been produced? Okay. So

7 that's what I need the answer to.

8 A. Okay. The question is -- I did mention to

9 you earlier that Tom Collins had that sheet.

10 It was a cover sheet. It wasn't the actual

11 policy. It was a cover sheet similar to what

12 you have there in that package. What was

13 also said was that I under no circumstances

14 was going into my office believing that

15 someone was going to be allowed to trash that

16 thing and take what they wanted and leave

17 paperwork everywhere, which is exactly what I

18 did.

19 Q. Well, I'll tell you that I have better things

20 to do later on. I'm trying to make this

21 easy, streamline it as best I can.

22 A. I understand.

23 Q. Here's Exhibit 2. These are all the

24 documents you've produced in this case.

25 A. Right.

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1 Q. Do you see any document in here that tells

2 you that you have disability insurance

3 coverage?

4 A. No, not in these.

5 Q. All right. Where are any disability

6 insurance documents currently as far as you

7 know?

8 A. As I said to you earlier, Tom Collins had the

9 sheet. I looked at it, handed it to him,

10 told him to do what he had to do to collect

11 this. That's when his communication with the

12 agency started. Okay. At that point, this

13 is when I found out that he wasn't doing what

14 he was supposed to do. And I called him for

15 three months. He never called back. This

16 was when I filed the claim with the BBO and

17 everything else because I asked him to send

18 me the document showing the disability. I

19 had to have the BBO call him and demand that

20 he send me my file. The file did not include

21 that sheet of paper obviously because he knew

22 how important it was to me. But in addition

23 to that, copies of that policy were in effect

24 because I was looking right at it. And I had

25 to produce paychecks for an audit suggested

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1 by John D'Addario and also had to produce my

2 tax returns in order to justify the \$1,500 a

3 week policy.

4 Q. Now, this was a -- well, when the BBO ordered

5 Collins to send your file back, did he do

6 that?

7 A. Yes.

8 Q. He sent you back some documents anyway,

9 right?

10 A. Uh-huh.

11 Q. And where are the documents that you got back

12 from Collins currently?

13 A. The same place where the other ones are, in

14 my garage.

15 Q. In Florida?

16 A. Yes.

17 MR. CHAPMAN: Dean, same request.

18 Okay?

19 MR. CARNAHAN: For what

20 specifically?

21 MR. CHAPMAN: For these -- well, the

22 formal request that I'm making now on the

23 record is for all documents that he got back

24 from Mr. Collins since -- I think I should be

25 able to see those since they apparently in

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1 large part pertain to the insurance issues in

2 this case. So that's my general request.

3 I'm also making a specific request

4 for any documents in the Collins file that he

5 got back that is now in Florida that hasn't

6 been produced to us yet that pertains to this

7 disability coverage that he's talking about.

8 Okay?

9 MR. CARNAHAN: All right.

10 Q. Now, you know that in order to have

11 disability insurance coverage you have to pay

12 for it, right?

13 A. That's usually the way it goes.

14 Q. Right. And those payments are called

15 premiums, right?

16 A. Absolutely.

17 Q. And did you ever pay any premium payments for

18 disability coverage?

19 A. Every month.

20 Q. And what was the amount of the monthly

21 payment?

22 A. I don't know. Like I told you, it was broken

23 up. The sheets that you have here, if you

24 look at them, it shows the coverage with the

25 amount to the right for various coverages,

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1 workman's comp. You see this one here for
 2 workman's comp, disability, general
 3 liability, and a lump sum. And that is
 4 divided by 12 minus the 30 percent down or
 5 whatever it was.
 6 Q. So just focusing in on the disability --
 7 A. Right.
 8 Q. -- you already recognize that Exhibit 2
 9 doesn't contain any disability?
 10 A. Right. That's part of my monthly check and
 11 payment for the entire insurance package
 12 which included liquor liability, my income
 13 disability, my workman's comp, my general
 14 liability, my fire and theft, and everything
 15 associated with the proper insurance for that
 16 particular business and location.
 17 Q. Well, obviously, you've been able to produce
 18 some documents with regard to these other
 19 policies. There are some documents in
 20 Exhibit 2, in other words, relative to the
 21 workers' comp. There's some documents in
 22 there about the general liability, about the
 23 liquor liability. Okay?
 24 A. Uh-huh.
 25 Q. There aren't any documents in here whatsoever

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1 with regard to this liability coverage that
 2 you're talking about, nor is there any
 3 evidence of any premium payments made, nor is
 4 there any evidence of that any premium for
 5 disability coverage was financed. Because
 6 you were financing some of your premiums,
 7 right?
 8 A. Everything was financed. A lump sum payment
 9 package was financed, all of them. I didn't
 10 write a check to Empire State Insurance for
 11 my income disability and then another check
 12 for my workman's comp and then write another
 13 check for the fire. Everything was
 14 associated with the general insurance package
 15 which included all these different
 16 complements and paid once a month.
 17 Q. Right. And the premium financing document
 18 that you'd get identified the different
 19 policies that were being financed, right?
 20 A. Correct.
 21 Q. And none of those premium financing documents
 22 refer to a disability policy, do they?
 23 A. No. The one I saw did. The ones that you
 24 have do not.
 25 Q. How would you -- would you pay the premium

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1 for your insurance on a personal account or a
 2 business account? How did you do it?
 3 A. It was a business corporation. It was a
 4 business insurance package. And it was
 5 associated with my disability because I was
 6 the manager/owner and I was the one who was
 7 getting the paycheck for that amount weekly.
 8 Q. So the premium payments for the disability
 9 policy were written on what account, then?
 10 What was the name of it?
 11 A. It was under Scuttlebutt's, or Jenna's Pub,
 12 Inc. There was a couple of checkbooks there
 13 which...
 14 Q. And what bank was that with?
 15 A. We used about four or five different banks.
 16 Q. Which ones?
 17 A. We used U.S. Trust, Eastern Bank, Salem Five.
 18 There may have been one more. Sovereign.
 19 Q. And do you have the canceled checks still?
 20 A. Absolutely.
 21 Q. And where are those?
 22 A. At home in my --
 23 Q. In the garage?
 24 A. -- garage.
 25 MR. CHAPMAN: Dean, do I need to say

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1 it?
 2 MR. CARNAHAN: You want canceled
 3 checks for what?
 4 MR. CHAPMAN: For the premium
 5 payments for the different insurance
 6 policies.
 7 MR. CARNAHAN: Okay. For what
 8 period of time?
 9 MR. CHAPMAN: For the -- well, for
 10 any time that the disability coverage was in
 11 effect. But based upon the answers we've
 12 heard, it sounds like the time period
 13 according to Mr. Caiazzo's testimony is 1995
 14 to 2001.
 15 A. You're not going to see a check that shows
 16 nine different categories of insurance on my
 17 business check. It says income disability,
 18 fire and theft, workman's comp, general
 19 liability, income disability, and the whole
 20 works. It should have been stamped. It
 21 isn't done that way. The policies are sent
 22 out. It's all incorporated in one monthly
 23 payment, and I make it out to Standard
 24 Funding. And it ranges from \$900 to \$1,400 a
 25 month which includes payment to all the

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1 subsequent --

2 Q. Okay. And I understand that.

3 A. Okay. But I didn't think you -- I just

4 wanted you to know that it doesn't -- there's

5 no highlights underneath saying -- you know,

6 Standard handled that.

7 Q. Just so we're clear on the record, I'm

8 looking for production from you of all checks

9 that you say went towards disability

10 insurance. Okay?

11 A. Checks were sent to the liability company,

12 the fire and theft, my workman's comp, my

13 disability insurance. The payments to those

14 insurance companies was sent out by whoever.

15 Not me. That was not my responsibility. I

16 was required to send one check to Standard

17 Funding who in turn sent out checks to

18 everybody else. So that was not my

19 responsibility.

20 Q. When you say "Standard Funding," you're

21 talking about the premium finance company,

22 right?

23 A. Correct.

24 Q. Again, so with that understanding --

25 A. But you know what I'm saying? I can't

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1 produce anything other -- you know, we're not

2 in the business to provide coverage.

3 Q. Yes. I mean this is pretty simple. I'm

4 looking for the checks that you say went for

5 the premium payments including for this

6 disability policy. I know that you're

7 saying --

8 A. And I'm going to say it again as you just

9 asked that there is no differentiating the

10 difference between me sending a check that

11 says income disability and the next one

12 saying fire and theft and general liability

13 and workman's comp. That was not --

14 MR. CARNAHAN: Steve, I understand

15 what he is requesting. I'll discuss it with

16 you.

17 THE WITNESS: Okay. I just didn't

18 want -- I can't produce something that I

19 don't have.

20 Q. But you are saying that you would get a

21 specific disability policy over the years?

22 A. Correct.

23 Q. You'd get a written policy that you would

24 read and file away along with the other

25 policies, correct?

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1 A. Correct.

2 Q. And some of those you were getting when you

3 were still -- back at the time when you were

4 still operating Cai's Food & Spirits,

5 correct?

6 A. Right.

7 Q. So those policies would have went into the

8 file cabinets -- the file cabinet that you

9 had there in Malden, right?

10 A. Well, those files are gone.

11 Q. What happened to these files?

12 A. You can ask Jack D'Addario what happened

13 there. There was a flood in the bar, the

14 entire office. He walked down. I called him

15 without touching anything. He came down. It

16 was a small claim of -- maybe it was the only

17 claim over all those years of a short amount

18 of money for the water damage. But he came

19 down, saw all the -- everything that was on

20 the floor, all the books. Everything was all

21 trashed and covered with water due to the

22 problem they had there. It backed up in the

23 back.

24 Q. So are you saying that the disability

25 policies you received at Cai's in Malden no

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1 longer exist?

2 A. I do not have copies of those policies way

3 back when. Everything that was in the office

4 for the most part back then for what I could

5 not salvage was covered with water due to an

6 overflowing or flooding from the downstairs.

7 Q. So you threw those policies away?

8 A. Right.

9 Q. Now, when you first -- how did the subject of

10 disability insurance first come up between

11 you and Mr. D'Addario?

12 A. My interest and his interest. It was based

13 on his suggestion because you have to get

14 covered if something happens to you because

15 you're the sole -- you're the only owner.

16 You're here doing it all the time. Who's

17 going to subsidize your income if something

18 would happen? And I'm sure it was to his

19 advantage also to get a percentage of it.

20 And I said, "You're absolutely right." And

21 then we did it. He says, "How much do you

22 make a week?" And I told him.

23 Shortly afterwards he called me and

24 said, "The audit company won't produce that

25 until they see copies of the checks and

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1 verification of your weekly payments from the
2 corporation and your tax returns in order to
3 justify that type of insurance. I have those
4 checks, too.

5 MR. CHAPMAN: Dean, I would like to
6 propose just a brief five- or ten-minute
7 break?

8 MR. CARNAHAN: Sure.

9 (Recess taken)

10 MR. CHAPMAN: Back to the disability
11 insurance.

12 MR. CARNAHAN: Yes.

13 BY MR. CHAPMAN:

14 Q. Now, Mr. Calazzo, do you remember that --
15 specifically that an application for a
16 disability policy was completed?

17 A. I believe so.

18 Q. And where were you when that was completed?
19 Where did you do that?

20 A. I think D'Addario, usually what he did is he
21 would fill it out, all the information he
22 needed. And then he'd either call me up or
23 come down in person and we'd fill in whatever
24 the necessary information that he didn't
25 have, the figure that he needed, the whole

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1 works. And I would sign it.

2 Q. You're phrasing this in terms of what would
3 have happened.

4 A. Yes.

5 Q. Do you specifically remember taking --

6 A. Yes, of course. We did it for a good number
7 of years. They didn't handle my insurance
8 one year, now. They handled my insurance
9 every year for a long time.

10 Q. I want to be clear on this, though. Do you
11 have a specific memory of taking an original
12 application for your disability policy?

13 A. Yes, because the company called me back or
14 called him back and sent me a letter that
15 some type of documentation was needed in
16 order to make sure that the policy was in
17 effect. And I needed -- they needed
18 documentation of the checks which I provided
19 to D'Addario and copies of my tax returns
20 which I also gave to Mr. D'Addario.

21 Q. And then the checks were your paychecks?

22 A. Paychecks.

23 Q. From the corporation?

24 A. Yes.

25 Q. Now, what type of disability coverage were

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1 you looking for?

2 A. Anything that would disable me from working a
3 full-time basis at the restaurant and I was
4 to be compensated if something would happen
5 to me that was serious enough -- you know, an
6 injury that would...

7 Q. Was it a short-term or a long-term
8 disability?

9 A. Short- or long-term?

10 Q. Yes.

11 A. It was a year to year renewal.

12 Q. What was the benefit period?

13 A. The benefit period?

14 Q. Right?

15 A. Meaning?

16 Q. Do you not know?

17 A. No. It goes from year to year, that's all I
18 know. The benefit period was -- the amount
19 is what I was concerned about. And it was
20 part of the package that went from year to
21 year and that's all that concerned me.

22 Q. Okay. And was it an accident and sickness
23 disability policy or accident only?

24 A. I believe it was just disability is what it
25 said. "Income Disability Insurance Policy"

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1 is what it said verbatim across the cover
2 sheet.

3 Q. Do you remember what type of -- do you
4 remember that it only covered you for certain
5 types of disabilities, certain situations in
6 which you were disabled and excluded other
7 situations in which you might be disabled?

8 A. Well, if you're asking if I sprained an ankle
9 on a Monday and I couldn't work until the
10 following Monday, I don't believe that they
11 would be willing to pay for five days. I
12 think it was an extended period of time. If
13 I was hurt to the point where I was severely
14 hurt or could not perform on a regular basis
15 my regular duties, I think that's when it
16 kicked in. I think there was probably a...

17 Q. Do you remember what the renewability
18 provisions were?

19 A. No. It was never brought to my attention.
20 Just that every year, things were renewed.

21 Q. And do you remember what the monthly benefit
22 was?

23 A. \$1,500 a week is what the policy was.

24 Q. \$1,500 a week referring to what?

25 A. \$1,500 a week is what the policy was to

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1 reimburse me for my weekly paycheck from
2 Scuttlebutt's.

3 Q. What was your weekly paycheck from
4 Scuttlebutt's?

5 A. \$1,500 a week. Now, \$100 here, \$200 more
6 there on the machines and stuff. But
7 basically it was right around \$1,500 a week.
8 And that was in my tax return, and that was
9 in my paychecks.

10 Q. Are you saying that the benefit payment under
11 the policy was the same as your regular
12 weekly income?

13 A. That's exactly what I asked for.

14 Q. What was the -- and believe me, we don't have
15 to go through the whole thing again. I
16 remember what you said about how you wrote
17 the checks. But what was the cost of this
18 insurance?

19 A. I don't remember.

20 Q. Did you ever get a written quote for the
21 disability coverage?

22 A. Yes.

23 Q. And you got that from whom?

24 A. It was on the cover sheets that D'Addario or
25 Medallion sent or he brought by.

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1 Q. Do you know where any of those quotes are
2 currently?

3 A. Aside from the ones that were produced here,
4 which I don't know some of these companies
5 and their association with what particular
6 insurance was --

7 Q. Well, we've already agreed that Exhibit 2
8 doesn't contain anything that refers to
9 disability, right?

10 A. No, we don't know that. Like I said, I don't
11 have anything specifically stated -- Personal
12 Injury Disability Policy is what was across
13 here. See how this says \$3,000?

14 Q. Uh-huh.

15 A. Well, it had the same one that I read across
16 in Tom Collins's office. And I saw it, only
17 it was whatever. It was \$1,000, maybe. It
18 wasn't that much. But the whole package was
19 like \$13,000, \$15,000 sometimes. Maybe it
20 went more. Sometimes it went a little less.

21 Q. Do you remember what the elimination period
22 was on your disability coverage?

23 A. No.

24 Q. Do you understand that an elimination period
25 is basically a deductible for a disability

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1 policy?

2 A. Well, I'm assuming that there was a
3 deductible on that. I just went on the
4 assumption Jack being my friend and handling
5 my business, the insurance business all these
6 years, when I asked him a question, he would
7 give me a direct answer that would directly
8 reflect whether it was worth my purchasing
9 this policy, what that included.

10 Q. Well, I just want to be clear on this. Do
11 you remember how much time had to elapse from
12 the time you first became disabled until you
13 were entitled to collect?

14 A. No.

15 Q. Now, would you get this policy -- you've
16 already testified that you had this policy in
17 effect for approximately six years. Would
18 you get a new policy in the mail every year?

19 A. I didn't say it was six years. I said it
20 ranged between -- roughly between 1995 and
21 2001. Now, I know for a fact I had it for a
22 good number of years. I don't know
23 specifically whether it was exactly 1995 or
24 it started in '96 or it started in '94, you
25 know what I'm saying? It was a good period

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1 of time. But when the policy came in, they
2 came in at different levels there.

3 And basically what he did is when he
4 showed up with that, there was a delay
5 because there was a process involved to
6 expedite this policy for which they needed an
7 audit. And the audit verbatim according to
8 Jack D'Addario was that they needed to
9 justify my weekly paycheck in order to
10 qualify for this policy.

11 Q. Well, in regard to the clarification you just
12 did about the time of the disability
13 coverage, was there ever any interruptions to
14 that coverage? In other words, was it ever
15 canceled for nonpayment; or did it lapse for
16 any reason in the period of time you had it
17 through --

18 A. If anything lapsed, it was the entire policy
19 by way of a letter that was sent and on such
20 and such a date, they give you twenty days to
21 procure it. And that was it, and that was
22 fine. It didn't specifically say, you know,
23 "You don't have insurance. Your disability
24 insurance is going to be canceled, but your
25 fire and theft is going to continue and your

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workman's comp is going to continue." It was all one package. And I paid it every single month. And I did get an occasional notice that said, "Cancellation notice is effective" in whatever, two, three weeks. And I always was good about that.

Q. And if I understand your prior clarification correctly, you're not saying necessarily that you had a disability policy in effect at all times between 1995 and 2001; you're saying there was some disability coverage in effect at some time within that period, right?

A. No. What I'm saying is when we first initially discussed that is when my business started really building. That's when it occurred to me and obviously Jack D'Addario that I needed this income disability. And at that point, from that point on when he suggested this to me and I said, "That's a good idea; I do need this, along with business interruption insurance," these things carried over from that point. I just didn't say, "Give me coverage for 1996 and we'll forget about it for '97 and '98 and then let's pick it up again in '99." It was

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not that expensive. That was part of my yearly package, my renewal package. It was part of my business decision. It was necessary.

Q. So what's your best testimony as to the number of years that you had disability coverage in effect?

A. I would say somewhere between 1995 through 2001. And maybe it started earlier, in '93.

Q. Okay. Now, during the period of time -- during those years that you just said, did you ever submit any claims under the disability policy?

A. No.

Q. And what is the disability that you're claiming under this disability coverage that you say should have been there for you?

A. Well, I completely tore my knee. I could not stand up for periods of time, had to sit at a table and most of the times on the off nights lie down on my couch in the office. I could not perform. I completely tore my ligament in my knee.

Q. When exactly did this knee injury happen that you say should have been covered under

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disability?

A. Oh, it happened a couple times like I told you. I was -- on a daily basis, I would get there 7:30, 8:00, 8:30 in the morning, rearrange the kegs for delivery, the beer, the liquor; take down the stage which the bands played on the night before; move tables and chairs. And on two or three occasions, hurt my knee pretty bad. And it got worse and worse. And the last time was the, quote -- I'll quote the doctor's report -- that it was the straw that broke the camel's back. And I was unable to work anywhere in the capacity that I did before.

Q. Well, I need to know exactly when the first knee injury happened that you say should have been covered under disability coverage.

A. The year 2000, happened 2001 was the more severe one. 2000 was severe. And prior to that maybe around '98. And none of which any claims were put in.

Q. Why were no claims put in?

A. Because I had hurt my knee and it didn't restrict me from doing what I was doing. I was still playing basketball. I was still

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lifting, walking, running around, doing everything I had to do, moving and recreating space, doing everything that I could. It would hurt for a while and then be fine. Nothing like this last one -- the last two.

Q. So if I understand you correctly, you're saying you injured your knee in 1998 but there was no disability and, therefore, no disability claim, right?

A. No, I did not say that.

Q. Okay. Did you put in a -- when you injured your knee in 1998, did you try filing a disability insurance claim?

A. No, I did not.

Q. When you injured your knee in 2000, did you try making a disability insurance claim?

A. No, I did not.

Q. What's the specific date in 2000 when you injured your knee?

A. I can't recall exactly. I explained it and brought it to the attention of Jack but never followed through on it because I just worked it out. I went to see the doctor, and that was fine.

Q. Okay. When you injured your knee in 2000,

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1 you made a decision to not put in a
2 disability claim, correct?
3 A. Correct.
4 Q. When you injured your knee in 2001, did you
5 put in a disability claim?
6 A. A claim that I put in was what I normally
7 verbally communicated to John D'Addario which
8 was never carried out. And then called the
9 agency numerous upon numerous upon numerous
10 times.
11 Q. I've got to stop you. This is a yes or no.
12 When you injured your knee in 2001, did you
13 put in a disability claim?
14 A. Not required. No.
15 Q. And what's the date in 2001 when you injured
16 your knee?
17 A. I think it was the first week in August, late
18 July, August, somewhere around there.
19 Q. And was that an injury you had at work?
20 A. Yes.
21 Q. And was the 2000 knee injury an injury you
22 had at work?
23 A. Yes.
24 Q. Did you make workers' comp claims in
25 connection with the 2000 knee injury and the

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1 2001 knee injury?
2 A. 2001 injury.
3 Q. Okay.
4 A. Only.
5 Q. And did you receive any workers' comp benefit
6 payments as a result of the 2001 knee injury
7 claim?
8 A. Yes.
9 Q. And did you receive workers' comp benefits
10 relative to medical expenses?
11 A. Yes.
12 Q. Did you receive workers' comp benefits
13 relative to regular weekly wage payments?
14 A. \$48 a week.
15 Q. So the answer is yes, you received --
16 A. Yes.
17 Q. -- whatever the workers' comp rate is for the
18 weekly wage, correct?
19 A. Correct.
20 Q. Okay. And was there any -- was there any
21 other workers' comp recovery received by you
22 such as for a lump sum settlement?
23 A. Yes.
24 Q. Did you get a lump sum settlement in the
25 workers' comp case?

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1 A. Yes.
2 Q. And how much was it?
3 A. \$25,000.
4 Q. What was the total amount paid between the
5 lump sum settlement, the medical expenses,
6 and the indemnity payments, if you know, on
7 the workers' comp case?
8 A. The medical expenses weren't paid. They're
9 not paid yet, not until I have the knee
10 replaced.
11 Q. There's some future medicals that are --
12 A. Right. I don't have a figure on that.
13 \$25,000 was paid on the lump sum payment.
14 And, I don't know, maybe \$1,000 on the
15 weeklies.
16 Q. And there are some prior medicals that were
17 paid as well?
18 A. They paid doctors' visits.
19 Q. Right. Do you have any idea how much those
20 doctors' visits, medical visits that have
21 already been paid is?
22 A. No.
23 Q. But the company that paid those benefits is
24 what?
25 A. Legion.

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1 Q. Now, before filing your complaint that's
2 Exhibit 1, did you ever tell Medallion that
3 you wished to make a disability claim?
4 A. Yes.
5 Q. And the disability claim that you wished to
6 make, did that arise out of the 2001 knee
7 injury?
8 A. Yes.
9 Q. When did you first tell Medallion that you
10 wanted to make a claim?
11 A. I don't remember exactly when, but it was
12 shortly after I realized that my knee was
13 beyond repair at that point, when it was
14 totally -- that I needed a knee replacement.
15 I don't know exactly when it was. But I
16 brought it to Jack's attention. And then one
17 thing led to another, and then I started
18 calling down and couldn't get any response.
19 Q. Well, if the subject knee injury happened in
20 August of 2001, when did you find out that
21 your -- when relative to that did you find
22 out that your knee was beyond repair and that
23 you needed to make a claim?
24 A. Shortly after that.
25 Q. Within how many months?

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1 A. Well, I have no idea. I have no idea. My
2 concern was my properties which were being
3 taken away because of the divorce. The last
4 thing on my mind -- I still had a lot of
5 money left. The last thing on my mind was
6 going through a period of time where I
7 couldn't communicate with D'Addario or
8 DeVincentis or anybody -- those people going
9 through what I was going through in
10 representing myself. So, no, that wasn't a
11 clear-cut important decision immediately
12 based on what I was about to lose.

13 Q. Well, did you have a particular doctor's
14 visit where you learned the significance of
15 the August '01 knee injury?

16 A. Yes.

17 Q. And who was your doctor that you were
18 treating for that particular injury?

19 A. I believe Dr. Sweetland.

20 Q. And where does Dr. Sweetland operate out of?

21 A. Salem.

22 Q. Is he at Salem Hospital?

23 A. No. He's in Salem, Mass. I don't believe
24 he's out of Salem Hospital. I saw him as an
25 orthopedic specialist.

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1 Q. So you would see him at his office in Salem
2 which was where?

3 A. On the main street, 1A, I believe.

4 Q. And do you remember -- you know, again,
5 relative to the August '01 date of injury,
6 did you -- had you had this visit with him by
7 Christmas of '01, or was it sometime in '02?

8 A. I don't remember. That was a very confusing
9 time in my life.

10 Q. Would it be fair to say -- now, Scuttlebutt's
11 closed in roughly August/September of '01,
12 correct?

13 A. Uh-huh.

14 Q. And in the months leading up to the closing
15 of Scuttlebutt's, would it be fair to say --
16 well, why did you close Scuttlebutt's?

17 A. As I explained before, the lease was broken
18 because of Attorney Landolphi not getting
19 back to the landlord on the water dispute.
20 Remember I told you that? So they brought it
21 to Superior Court in Salem, and they broke
22 the lease.

23 Q. Your landlord was who?

24 A. Lafayette, LLC, I believe. Salem Lafayette,
25 LLC.

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1 Q. Well, if I understand the reference to a
2 water loss, the landlord was saying that
3 there was some kind of damage caused to the
4 building that you were responsible for that
5 led them to declare the lease broken?

6 A. No, no.

7 Q. All right. So tell -- the landlord declared
8 the lease broken by you?

9 A. The judge declared it broken.

10 Q. Okay. Who initiated this landlord-tenant
11 dispute? I assume it was the landlord,
12 right?

13 A. After I had paid \$90,000 in leasehold
14 improvements from the beginning that he was
15 responsible for, not only for a reduction in
16 rent but in the first floor leasehold
17 improvements that I was forced to pay for, it
18 was evident that he was a little upset. He
19 owned a small little bar down the South
20 Shore, whatever. And it was evident through
21 D'Addario, who is also his friend, that we
22 were doing so well that Jack quote/unquote
23 was saying he was getting very envious and
24 jealous. He was going to try and break the
25 lease because he wants that facility. We've

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1 already built it up and one thing led to
2 another. At that point, he was faxing daily
3 paperwork to the attorneys squawking about
4 every single thing that you could imagine.

5 Well, what happened was instead of
6 -- we were doing so well at night that I
7 didn't need the daytime food business. So we
8 had a reduction in water consumption. Okay.
9 So there was no lunch. We didn't have to use
10 any water for that. And we weren't really
11 getting busy until 8:30, nine o'clock at
12 night. So the reduction in water was
13 massive. So instead of paying \$4,000 every
14 two or three months, we got a bill for
15 \$12,000, which was impossible. Instead of it
16 going down, it went up.

17 So the dispute was after I wrote a
18 check out for 4,000, Mr. Landolphi disputes
19 this, this is impossible. He never got
20 back --

21 Q. Who did you get this big water bill from?

22 A. From the landlord. So that's what happened.
23 So Landolphi was going back and forth with
24 Salem Lafayette. And I found out later on --
25 I saw a document that said the attorney

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representing Salem Lafayette sent him a letter saying, "Look, the water dispute is -- we're in dispute of that. Let's settle it. But in the meantime, send a check over." So I just sent a check over for \$5,000, 4,800. "Send over a small amount to keep it going, and we'll discuss it." Landolphi never passed that on to me.

As a result, he turned around and wrote back or faxed back to the attorney saying, "I don't want to be bothered with that anymore." And as a result, they used that to go to superior court and said the water bill was not paid. And, therefore, the judge ruled that as the lease break, not that I was very happy.

Q. Okay. So your alleged failure to pay the water bill was the grounds for declaring a breach of the lease?

A. Correct.

Q. And the landlord filed suit against you in the Essex Superior Court on that?

A. Yes.

Q. And did you have Landolphi defend that?

A. Yes.

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Q. But evidently the defense was unsuccessful because it got to the point where a judge had to --

A. Well, I never went there. And I found out later on that he didn't perform again the way he was supposed to. And we found out that she broke the -- the judge broke the lease. And then another attorney come in and recommended that we file for bankruptcy in order to hold it up. And one thing led to another, and it was just one big mess.

Q. Now, in the months leading up to -- let's take the first -- from January '01 up until the time that Scuttlebutt's ceased operating, how would you describe the financial condition of the corporation during that period?

A. We were doing very well.

Q. Were you having any kind of financial problems during that period?

A. No, not really.

Q. Did you ever have any issues with regard to keeping your insurance enforced during that period?

A. Never had a problem with that.

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Q. Did you have insurance enforced at all times starting from January '01 up until Scuttlebutt's stopped operating?

A. Absolutely, yes. The check was actually paid in August for the entire month of August. And we wouldn't have received -- not received that payment, the cancelation notice which was carried into September. So we were covered right through September.

Q. And during -- again, looking at the time period from January '01 up until September '01, were there ever any problems with any of your vendors or suppliers during that period?

A. No. We filed for the bankruptcy in April, I believe. So that changed the complexion of instead of your credit signing for the liquor and everything like that, once you file for bankrupt, they cannot put you on a credit list anymore. You have to pay cash. So that was the only thing that changed the operation of the place.

Q. And when was it that you filed for bankruptcy?

A. April.

Q. April of '01?

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A. Correct.

Q. Well, wouldn't you describe the filing of bankruptcy relative to the corporation that operated Scuttlebutt's as a financial problem during that period?

A. No. Quite the contrary. We were -- we didn't have any financial problems whatsoever. The only reason we filed for bankruptcy was upon suggestion of an attorney by saying the only way that we can hold up -- hold Salem Lafayette and work out a deal is file for bankruptcy. Because it was obvious to everybody, including the people in the city, that he was acting on trying to break lease. He told it to Jack D'Addario a hundred times who told me that he was going to try and get me out of there. He couldn't believe the lines around and corner and so on and so forth. So that was...

Q. So the idea with bankruptcy, if I understand your testimony correctly, was a ploy to forestall the landlord from trying to get you out of there basically?

A. That's exactly -- that was the only reason.

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1 (Document marked as Caiazzo.
 2 Exhibit 10 for identification)
 3 Q. I'm going to hand you a two-page exhibit that
 4 we've marked as No. 10.
 5 MR. CHAPMAN: And, Steven, this a
 6 workers' comp employer's first report of
 7 injury. I said "Steven." I meant to say
 8 "Dean."
 9 Q. Now, do you recognize what that is?
 10 A. (Witness reviews document) Yes, I do.
 11 Q. And what is it?
 12 A. It's a copy of the industrial accident board,
 13 the first report of the injury.
 14 Q. Okay. And is that a first report that was
 15 generated at your request?
 16 A. I'm trying to look at the date here.
 17 Q. If you look in Box No. 22, you might find it.
 18 A. 10/31/2000, uh-huh.
 19 Q. And so this exhibit reflects that you made a
 20 workers' comp claim for an accident that
 21 happened on October 31, 2000?
 22 A. That's what it looks like.
 23 Q. Correct?
 24 A. Uh-huh.
 25 Q. And did you -- fair to say you submitted that

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1 claim directly to the insurer as compared to
 2 through the agency?
 3 A. This was, I believe, through Mr. Landolphi
 4 who was handling this. Because the
 5 Lindsey -- those are the people that we
 6 called directly and told them about the
 7 injury, and they denied this claim.
 8 Q. So, again, just so I'm clear, this exhibit
 9 which is No. 9, correct?
 10 A. Uh-huh.
 11 Q. This was denied?
 12 A. Right.
 13 Q. This was a claim you and Mr. Landolphi
 14 submitted directly to the insurance company
 15 and not through Medallion, correct?
 16 A. That's I don't know about Medallion. I know
 17 because of the name, Lindsey Wagon, I know he
 18 tried to contact them. This was the
 19 second -- I tried calling these people
 20 because of no response with --
 21 Q. You tried calling the Lindsey outfit?
 22 A. Yes. I spoke with those people, yes, because
 23 of the lack of response with the agent. And
 24 subsequently I called these people. They did
 25 what they had to do, then I passed it on to

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1 Kelly Landolphi.
 2 Q. Now, did you have an accident on 10/31/2000?
 3 A. Yes. I told you that.
 4 Q. And is that the date of the accident that you
 5 were referring to about 15 minutes ago when
 6 you talked about a year 2000 knee injury?
 7 A. I don't know whether it was exactly then.
 8 But it was right around that time, yes, 2000.
 9 Q. Well, let me ask you this: Did you have any
 10 other injuries in the year 2000 for which you
 11 submitted a workers' comp claim other than
 12 this exhibit that you have in front of you?
 13 A. No, because I never submitted anything that
 14 went through. This was it. This was the
 15 first. This was a denial. This was the one
 16 where I was forced to get an attorney and go
 17 through the proper procedure. And then as a
 18 result, compounds taking care of that and
 19 doing it where we eventually collected.
 20 Q. Now, Exhibit 10 indicates that you prepared
 21 and submitted this particular form, correct?
 22 It doesn't reference that you had a lawyer do
 23 it for you?
 24 A. Which number did you say?
 25 Q. Down at the bottom where it says, "Preparer's

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1 information"?
 2 A. Right.
 3 Q. So you'd agree that the form, anyway,
 4 indicates that you sent this claim in, right?
 5 A. Okay. I didn't have a typewriter, so I
 6 couldn't have done this.
 7 Q. All right. What's your understanding as to
 8 who generated this form, then?
 9 A. I have no idea. It was probably Landolphi
 10 because it certainly wasn't me. And I know
 11 it wasn't -- it couldn't have been the
 12 Medallion Group because they ignored it and
 13 caused me to initially call these people
 14 anyway.
 15 Q. Okay. Do you know whether -- do you see that
 16 Exhibit 10 here references that your injury
 17 occurred on October 31, 2000?
 18 A. Uh-huh.
 19 Q. And that this particular form was prepared on
 20 January 9, 2001. Do you see that?
 21 A. I do.
 22 Q. Okay. Do you know if a first report was
 23 prepared on your behalf other than this one
 24 at any time before January 9, '01?
 25 A. I have no idea. I know one thing is when

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1 I -- the only reason I called and dealt with
2 that company was because I got no response
3 from the Medallion Group. And as a result, I
4 was forced to call the Lindsey people. And
5 they were out in the western part of the
6 state. And she -- the person I spoke with
7 who originally shot it down says, "No, you're
8 not entitled to this, that and the other
9 thing," and that's what it led to.

10 Q. Now, you say that this claim was denied,
11 right?

12 A. Yes.

13 Q. Now, why was it denied?

14 A. I have no idea. They did send me a couple of
15 checks, though.

16 Q. For this claim?

17 A. They did.

18 Q. So it wasn't denied?

19 A. They sent me a couple of checks initially and
20 then stopped them. You know how when you
21 call up, they send you a check? That's what
22 they did.

23 Q. No one has ever done that for me before.

24 A. With a car and with a -- and then all of a
25 sudden, they decided that -- but they sent me

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1 a check or two, and that was it. And then
2 they just stopped it.

3 Q. Why did they stop it?

4 A. I have no idea.

5 (Document marked as Calazzo
6 Exhibit 11 for identification)

7 MR. CHAPMAN: Exhibit 11. And,
8 Dean, for the record this is another first
9 report. Okay?

10 MR. CARNAHAN: All right.

11 Q. Exhibit 11, do you recognize that?

12 A. (Witness reviews document) What does that
13 say? 8/15/2001.

14 Q. Do you recognize what this is?

15 A. Yes.

16 Q. Okay. What is it?

17 A. That's one of the times I got hurt.

18 Q. And is this an employer's first report that
19 was sent in on your behalf for a workers'
20 comp claim?

21 A. I don't know if it was the first one, but
22 this was -- yes, this was part of the
23 process.

24 Q. Well, when I say "first report," you see
25 that's the title of the form, right?

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1 A. Uh-huh.

2 Q. That's what I'm referring to. So in other
3 words, do you recognize Exhibit 11 to be your
4 workers' comp claim relative to your injury
5 on 8/15/01?

6 A. I don't remember filling this out. Whoever
7 filled it out -- obviously, I didn't sign it.
8 But whoever filled it out was working on my
9 behalf. So I don't know who that was. The
10 piece of paper on the back says Cunningham,
11 Lindsey. That's the Legion affiliate or
12 someone, whoever it is.

13 Q. Okay. Well, take a look at the information
14 that's typed onto Exhibit 11. And is there
15 anything on there that you disagree with?

16 A. (Witness reviews document) It says Jenna's
17 Pub, Inc., on 11.

18 Q. Do you disagree with that? Is that
19 inaccurate?

20 A. Jenna's Pub, Inc., is the employer.

21 Q. Right.

22 A. Right.

23 (Ms. Florio and Mr. Chapman confer)

24 Q. Okay. I don't want to confine the question
25 to Box No. 11 on Exhibit 11. I want you to

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1 take a look at the whole form. All right?

2 A. Okay. I'm sorry.

3 MR. CHAPMAN: (To Ms. Florio) Thank
4 you. I wasn't quite following that.

5 A. That looked kind of normal, so I was --

6 Q. Right. Take a look at the whole thing. And
7 I'm representing to you that this is a first
8 report that was filed on your behalf for a
9 workers' comp claim. The question simply is:
10 Is there any factual information on this form
11 that is inaccurate?

12 A. Well, the average weekly wage says \$1,300
13 here. But I also told you that there was
14 extra monies on that and it fluctuated. But
15 I have documentation for that.

16 Q. Well, is \$1,300 accurate or inaccurate?

17 A. No. I told you, I had the insurance for
18 \$1,500. On certain weeks, I wrote checks for
19 \$3,000. And then two weeks later, I wouldn't
20 write a check. You know what I mean? It was
21 one of those. \$1,300 to \$1,500 to \$1,700 was
22 the actual -- it fluctuated that much. Now,
23 there was other times where the machines did
24 well and I had more money than that. But,
25 yes, this is in range.

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1 Q. Okay.

2 A. I'm self-insured. What does that mean? No?

3 Service industry. Everything looks fine.

4 Strained his neck and knee, correct.

5 Manager, I guess that covers it.

6 Q. Okay. So Exhibit 11 is essentially correct

7 with an asterisk about the average weekly

8 wage?

9 A. Right.

10 Q. What about Exhibit 10? This one reports that

11 you have an average weekly wage of \$1,000.

12 Was that accurate or inaccurate as of January

13 '01?

14 A. At the time, \$1,000 could have been accurate

15 based on the position of the corporation at

16 that time seeing we had to pay cash for

17 deliveries as opposed to being 60 days which

18 was enforced because of the bankruptcy.

19 That's probably what that has to do with. So

20 instead of me writing a check for \$1,500,

21 \$2,000, it may have been \$1,000 more

22 frequently than a larger one.

23 Q. And it was as a result of the claim you

24 submitted as reflected in Exhibit 11 that you

25 received the workers' comp payments that you

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1 talked about a minute ago, the \$25,000 lump

2 sum, et cetera, right?

3 A. This was not filed by Tom Collins. We turned

4 around and filed the proper claims. They had

5 to calculate my weekly wage, not realizing

6 that my tax status was paid through the

7 corporation personally and then later on paid

8 personally to justify my \$85,000, 90,000 a

9 year salary. Okay. The original

10 calculations for \$48 a week were based on the

11 judge's inability to see the tax return and

12 the substantial paperwork that provided that

13 which the accountant later did.

14 Q. Well, all I'm asking you is when we look at

15 Exhibit 11, this is the injury and this is

16 the claim that led to the lump sum payment

17 that you've already testified?

18 A. Right. No. I just want to be clear how this

19 was a misfigure until it was later worked

20 out.

21 MR. CARNAHAN: Steve, that wasn't a

22 question. Try to confine your answers to the

23 questions asked.

24 THE WITNESS: Okay, Dean. But I was

25 asked some questions earlier that I gave

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1 answers to and then shortly afterwards

2 additional questions were asked --

3 MR. CARNAHAN: Okay. Just to move

4 this along.

5 THE WITNESS: Okay.

6 MR. CARNAHAN: Just try to answer

7 the questions that are asked. Okay?

8 THE WITNESS: Uh-huh.

9 Q. Now, back to Exhibit 1 which is the

10 complaint. And I want to make sure I'm clear

11 on this. In Paragraph 10 where you say you

12 became injured and you became disabled in

13 2001, that's a reference to the August 15,

14 '01 injury?

15 A. Yes.

16 Q. And then it says you notified Medallion of

17 your injury. And when exactly did you notify

18 Medallion?

19 A. That I don't remember.

20 Q. Okay. And you say, "Medallion negligently

21 failed to report the claim." When exactly

22 was it that you told Medallion you wished to

23 make a claim arising out of the August 2001

24 injury?

25 A. I just told you that I don't remember.

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1 Q. Okay. And you don't have -- you've never

2 seen any documents whereby you are telling

3 Medallion that you want to make a claim on

4 your disability coverage for the August --

5 A. There's no documents required in putting a

6 claim together.

7 Q. So the answer is there are no documents,

8 correct?

9 A. Correct.

10 Q. Now, on Paragraph 12 you say you lost

11 \$234,000. Where does that number come from?

12 A. I think it was calculated on the amount of

13 money that I should have been paid up to that

14 point from the injury. August 15th injury

15 occurred justified with my checks of \$1,500 a

16 week. Policy paid \$1,500 a week calculated

17 over a period of X amount of years comes up

18 to \$234,000. And I think that's where the

19 figure came from.

20 Q. So that \$234,000 number is not with reference

21 to any limited liability under the disability

22 policy; it doesn't take a deductible into

23 account or anything, correct?

24 A. I don't believe so. I don't know about any

25 deductible. It was strictly \$1,500 a week is

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1 what I was going to be paid.

2 Q. And I didn't do too well in math when I was

3 in school.

4 A. Neither did I.

5 Q. How many weeks does this represent?

6 A. I don't know.

7 MR. CHAPMAN: We can -- I guess we

8 can figure that out with a calculator.

9 MS. FLORIO: Would you like me to

10 get one?

11 MR. CHAPMAN: No.

12 Q. Now I'm going to ask you some questions about

13 Count III. Take a look at Count III. And my

14 question is going to be when was it exactly

15 that you lost the personal property that

16 you're talking about in that count?

17 A. When they assigned -- when they locked the

18 place up, they assigned a keeper which was

19 Harbor Realty. Kelly Landolphi contacted me

20 and said, "In order to get your personal

21 stuff out, you have to contact Harbor Realty;

22 and they will let you in at your

23 convenience."

24 Q. Can I stop you there. When did they -- they

25 locked you out of the Scuttlebutt's?

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1 A. Correct.

2 Q. When did they put the locks on the door?

3 A. I don't remember exactly. It was probably

4 right around the 1st of September, somewhere

5 around there.

6 Q. And did you know ahead of time they were

7 going to lock you out?

8 A. I got a call from Kelly saying that it didn't

9 go well and I will get back to you. We don't

10 know what the judge did. The judge overruled

11 and changed it from an 11 to a 7.

12 Q. When did you find out that the bankruptcy

13 case wasn't going so well? Before or after

14 you had your August 15, '01 injury?

15 A. We didn't know because it kept getting --

16 going into different phases. The bankruptcy

17 attorneys kept calling saying you should be

18 in business because you didn't have a

19 negative balance in your checking account.

20 You were doing well. I didn't have a

21 mortgage on the business. I didn't have any

22 loans out, and it was doing substantially

23 well. So the justification wasn't there. I

24 can't remember when.

25 Q. And did the landlord tell you ahead of time

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1 when they intended to lock you out?

2 A. No.

3 Q. How did you find out that you had been locked

4 out?

5 A. I believe someone came to the door.

6 Q. The door where?

7 A. Scuttlebutt's.

8 Q. Okay. Did you go to the door of

9 Scuttlebutt's, or was it someone else?

10 A. No. Someone came to the door, came upstairs

11 and said, "We're the sheriffs, and we have to

12 lock it up."

13 Q. Did this happen while you were there?

14 A. Yes.

15 Q. Okay. Now, the property -- so this visit by

16 the sheriffs happened in early September '01?

17 A. Correct.

18 Q. And in Count III, you're claiming a loss of

19 personal property, right?

20 A. Correct.

21 Q. Did you have a homeowner's policy or any

22 other personal insurance that might have

23 covered your personal property at that time?

24 A. Not that I know of.

25 Q. Did you have a homeowner's policy in effect

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1 as of September '01?

2 A. We were renting at that point, so I don't

3 know if we had that or not. My wife would

4 have handled it. I don't know.

5 Q. Did you have renter's coverage, property

6 coverage?

7 A. I don't know. I was too busy handling the

8 bar. She handled that. I don't know what

9 she did or not.

10 Q. Okay. So you get locked out. At the time

11 you're locked out, you're saying the property

12 that you're complaining about in this case

13 was in the Scuttlebutt's premises at that

14 time, right?

15 A. Correct.

16 Q. So what happened next? The sheriffs come and

17 they put the locks on the door. How was the

18 property lost? What happens next?

19 A. Well, we had to leave.

20 Q. Right.

21 A. And then they went ahead and did their thing

22 into the night and whatever.

23 Q. Right.

24 A. Contacted by Landolphi to call Harbor Realty

25 to set up a date to take all the equipment

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1 out that I had repurchased back from the
2 bankruptcy. I set up a date, went in there,
3 and noticed that everything was trashed. We
4 took what we could take out. It was brought
5 up to the Parrot. My personal belongings
6 that were the majority of the stuff that I
7 held onto, we left at the top of the stairs.
8 We had no more time. Everyone were tired and
9 exhausted from taking all the equipment.

10 I asked the girl representing Harbor
11 Realty when I could come back. She said, "No
12 problem, Steve. Finish it. Just give me a
13 call. You can come back and take it at
14 another time." I said, "Okay. Fine." I
15 really didn't want to bring that to a
16 location that wasn't mine anyway, my personal
17 things.

18 Q. And so when -- you say you set a date. What
19 was the date where you went in and took out a
20 lot of the stuff?

21 A. A month, month and a half after it was locked
22 up. I don't know exactly.

23 Q. So sometime in October of '01?

24 A. Somewhere around there. It may have been
25 September. I don't know exactly.

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1 Q. And who helped you take the stuff out?

2 A. A bunch of people.

3 Q. Who?

4 A. Some employees, some friends.

5 Q. I need names.

6 A. I provided the names.

7 Q. Where are they?

8 A. Well, why don't I just write them down? It's
9 easier.

10 Q. Well, let me show -- maybe I can make it
11 easier for you. We asked you to identify
12 witnesses in the interrogatories. Actually,
13 now that I look at it -- and this is Exhibit
14 4 -- the only witnesses you've identified are
15 yourself and Attorney Collins.

16 A. It says on one of the questions who were you
17 going to bring in for witnesses.

18 Q. Right.

19 A. I said not yet to be determined because
20 there's about 15 people that helped out. I
21 said to be determined at a later date is what
22 the answer is.

23 Q. Let's -- as you sit here, do you remember the
24 names of any of the people that helped you
25 move the stuff out in October of '01?

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1 A. Yes.

2 Q. Just gave me the names you can remember.

3 A. David Lonegan, Russell Lewis, Tom Hancard,
4 Norm Pelletier. Let me see. There was a
5 couple other people there. I don't know
6 whether -- those are the people that handled
7 the majority of the moving.

8 Q. Okay. So you go with this group of people.
9 You take a lot of the property out. You
10 leave some behind. And the reason you leave
11 it behind is because it's late and you're
12 tired. Did I get that right?

13 A. No, not at all. The reason why I left it is
14 because that was my personal items. And I
15 did not want to include my personal items
16 that were worth an awful lot of money that I
17 had over a good period of years, to bring
18 them to an undisclosed location where -- all
19 kinds of tables and chairs in an unsecured
20 area where we were going to have to chance --
21 you know, that was the way it was.

22 Q. So where -- you left these items behind in
23 the Scuttlebutt's premises?

24 A. At the top of the stairs.

25 Q. At the top of the stairs?

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1 A. Correct.

2 Q. And was the top of the stairs within the
3 locked space?

4 A. Yes.

5 Q. And you've already said that you talked to a
6 woman on behalf of the landlord who said
7 there would be no problem, "Give me a call
8 when you want to come back to get it." What
9 happened next after that?

10 A. I kept calling her and calling her. No
11 answer. I kept calling and calling. No
12 answer. Finally -- Kelly Landolphi
13 represented her also. And I said, "This
14 woman will not call me back. How am I going
15 to get in there?"

16 He says, "She knows how to get in
17 touch with you." He says, "I represent her,
18 too. And she knows I represent you, Steve."

19 Come to find out -- I called and
20 called and called for over a month, left
21 messages at Harbor Realty and everywhere.
22 Didn't call me back. Finally, Kelly
23 Landolphi said, "Oh, she left Harbor Realty."

24 I said, "Well, can you get in touch
25 with her and tell her I want to get back in

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1 there to get my personal items."

2 He called me back, says, "She's
3 going to give you a call and she said, 'Oh,
4 that stuff is gone.'"

5 I said, "What do you mean, gone?"

6 He says, "The bank hired a cleaning
7 company to go in there and they threw it all
8 away."

9 I says, "No one in their right mind
10 would throw that stuff away. It was worth a
11 lot of money. That wasn't garbage at all."

12 And that's what the problem was.

13 Q. By the time you got this feedback through Mr.
14 Landolphi, when are we talking about now if
15 you had taken this stuff out in October of
16 '01?

17 A. This was probably -- I called her every day,
18 two, three times, sometimes four times a day,
19 even went -- drove down there. A month,
20 month and a half.

21 Q. So by roughly November of '01, you learn that
22 all this personal property you had at
23 Scuttlebutt's is gone?

24 A. Correct.

25 Q. When did you tell Medallion that your

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1 personal property was gone?

2 A. I don't remember because I had called them to
3 find out how I could get this back and get
4 coverage. And Jack says, "Well, no, you
5 can't."

6 I says, "Well, how about my
7 insurance company? Why don't I -- why don't
8 you come in here, take care of it because I
9 had insurance for that. And then you go
10 after the other insurance company through the
11 bank or Harbor Realty that was responsible."

12 So after going after Harbor Realty
13 and trying to get them to expedite the claim,
14 they gave me the runaround. Everybody else
15 gave me the runaround. And then when I
16 suggested to D'Addario that he submit it
17 under my policy and then go after those
18 people, that's when the communication
19 dropped.

20 Q. Do you have -- okay. Strike that.

21 In Count III in the complaint, we're
22 talking strictly about the personal property
23 that you own, though, right?

24 A. Correct.

25 Q. And the property -- when you look at

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1 Exhibit 3, is that the property you're
2 talking about?

3 A. (Witness reviews document) Yes, it is.

4 Q. And is there any property that you're talking
5 about in Count III other than that one page
6 on Exhibit 3?

7 A. Yes.

8 Q. And what did the other property consist of?

9 A. There was a whole bunch of things. I had --
10 there's an addendum to that.

11 Q. Okay. We'll come back to that -- anything
12 else in a second. Now, whatever is on the
13 addendum is also your personal property,
14 right?

15 A. Right.

16 Q. Now, you recognized that the insurance that
17 you got through Medallion covered your
18 business -- at some point in time covered
19 your business property, right?

20 A. Correct.

21 Q. So you understand that your business property
22 coverage would not apply to your personal
23 property, correct?

24 A. My personal property is the business
25 property. That was the theme of all my bars.

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1 That was the stuff that was on the walls at
2 all my other bars. These are the things that
3 made Scuttlebutt's and Cai's famous because
4 of all the pictures and memorabilia that I
5 had given to me by various athletes.

6 Personal things as way of shoes and hats and
7 stuff like that didn't apply to these things.
8 These are all memorabilia and stuff that
9 decorated the walls of the business that was
10 confined to that leased area that's
11 associated with my sports bar image and
12 business.

13 Q. So the personal property that's reflected on
14 Exhibit 3 here, is that -- well, let me show
15 you two documents that are in Exhibit 2. We
16 got a handwritten list consisting of two
17 pages.

18 A. Right.

19 Q. Take a look at that list.

20 A. (Witness reviews document) Uh-huh.

21 Q. And is that your handwriting?

22 A. Yes, it is.

23 Q. And on both pages?

24 A. Yes.

25 Q. And is that the remainder of the personal

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1 property that you say was lost in late 2001?
 2 A. Yes. And now, since then, there's additional
 3 ones that I had thought of. There's all
 4 kinds of video equipment and amps that I
 5 forgot all about was on top of the walk-in,
 6 so that hadn't been included. And I told
 7 Dean there was additional items that come to
 8 mind periodically and I'll write them down.

9 MR. CHAPMAN: Let me -- just for the
 10 record here, let's mark the two handwritten
 11 pages as 2C and 2D.

12 (Documents marked as Caiazzo
 13 Exhibits 2C and 2D for
 14 identification)

15 Q. Okay. Just so I'm clear for the record, when
 16 we look at Exhibit 3 and Exhibit 2C and 2D,
 17 which you've got in front of you right now,
 18 fair to say that this is the entire
 19 documentation that you've supplied so far
 20 reflecting your personal property claim?

21 A. Correct, and in addition to that small little
 22 list that I -- since we spoke that Dean has.

23 Q. Okay. So you're saying you've given a list
 24 of additional items that were lost in
 25 November '01 beyond Exhibits 3, 2C and 2D?

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1 A. Correct. I know I have them at home. I
 2 don't know if I had submitted -- I thought I
 3 faxed them to Dean; but if not, I have them
 4 at home.

5 MR. CHAPMAN: Dean, is there
 6 something you want to say?

7 MR. CARNAHAN: I seem to recall I
 8 have an additional list with -- have values
 9 assigned to it.

10 MR. CHAPMAN: Is there any good
 11 reason why since we have Mr. Caiazzo up here
 12 from Florida that I don't have the list now?
 13 Because I'm obviously going to have to
 14 suspend this deposition because of the
 15 absence of apparently a great deal of
 16 relevant discoverable documents.

17 THE WITNESS: This was just the last
 18 couple of days that I was sitting down in
 19 preparation for this that I went over in
 20 deciding what else was involved over there.
 21 There wasn't a delayed reaction two months
 22 ago when this started. This is recent in
 23 preparation for this going through the boxes,
 24 I mean.

25 MR. CHAPMAN: Well, the problem is

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1 you're here now and I don't have the list
 2 now, so I can't ask you anything about it.

3 THE WITNESS: Okay.

4 MR. CHAPMAN: As well as the stuff
 5 in the boxes down in Florida. Well,
 6 obviously, you know, another request to
 7 produce this and, again, we'll have to
 8 suspend.

9 BY MR. CHAPMAN:

10 Q. Okay. So when we look at the list in
 11 Exhibit 3, this was a list written up by Phil
 12 Castinetti, correct?

13 A. Yes.

14 Q. And is this in his handwriting as far as you
 15 know?

16 A. Yes, it is.

17 Q. And how do you know him?

18 A. Phil Castinetti has been to all of my bars.
 19 He dealt with a lot of the memorabilia that
 20 was either purchased there or given to me by
 21 the players and friends for birthday,
 22 whatever. So that's how he knows about it.

23 Q. Now, when did Castinetti prepare this list?

24 A. A couple years ago.

25 Q. Before the November 3, '01 loss?

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1 A. Before?

2 Q. Or after?

3 A. After.

4 Q. Okay. Well, if he prepared the list after
 5 the loss and the stuff was gone when the time
 6 he prepared the list, how would he know what
 7 values to ascribe to the items on this list?

8 A. Because I submitted to him what was taken.

9 He knew by coming to all my bars what was on
 10 the wall. That is his business on how he
 11 deals and assesses what the paraphernalia and
 12 all the other stuff is worth. And since
 13 then, it's increased. So he looks at a
 14 Lyndon Byers signed photograph, he knows
 15 instantly what it costs because he sells them
 16 all the time. He looks at a hockey stick.
 17 He looks at all these things. That's his
 18 business.

19 Q. Well, doesn't the value of any one of these
 20 items depend on what kind of condition it's
 21 in?

22 A. Absolutely.

23 Q. So he never had an opportunity to see the
 24 condition of any of this stuff, did he?

25 A. Oh, absolutely.

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1 Q. When was the last time Castinetti saw any of
2 this stuff on this list before this list was
3 generated?
4 A. He saw it on my walls. Many times, he was up
5 at Scuttlebutt's. In addition to that,
6 everything was secured on the walls covered
7 by plastic. This wasn't stuff that was just
8 thrown up against the wall, you know, with an
9 elastic band stuck up on a screw up there.
10 These things are worth a lot of money. And
11 they were screwed in and done professionally
12 by carpenters that secure these things all
13 the time. So he was well aware of it. We
14 didn't put junk on any of my walls. We
15 didn't put things that were ripped or torn
16 down or in bad, scratched-up material. This
17 was all top quality stuff that was
18 hand-delivered to me, given to me as gifts
19 and that I accumulated over the years.
20 Q. If this is special -- in essence, special
21 purpose, special value property, do you know
22 whether or not even if it did qualify as
23 business property, whether in order to be
24 covered, it would have had to have been
25 scheduled?

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1 A. Scheduled for what? Under the bankruptcy?
2 Q. No. Scheduled under the insurance policy
3 with specific values based upon a specific
4 appraisal.
5 A. No, I wouldn't think so.
6 Q. Did you ever check your policy to see
7 whether -- what you would have to do to get
8 coverage for stuff like this under your
9 business coverage?
10 A. Jack D'Addario said, "Take pictures of it,"
11 which we did. And everything was all listed.
12 It was clear. We took upfront pictures of
13 the whole place, all three bars, over the
14 course of the years.
15 Q. Did you ever give any pictures to D'Addario
16 of what Scuttlebutt's looked like and what
17 was hanging on the walls?
18 A. He could have told me what was hanging on the
19 walls. I never had to take pictures to give
20 to Jack D'Addario. Why would I have to give
21 them to him? I think we did -- no, no. Tom
22 Collins did submit it to him. Yes, he did.
23 Copies of every picture, that's correct.
24 Q. And when did Collins do this?
25 A. I don't know when he handled it. Yes, he

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1 did.
2 (Document marked as Caiazzo
3 Exhibit 12 for identification)
4 Q. I'm going to hand you and mark a series of
5 Exhibits that are taken out of Medallion's
6 files just so the record is clear.
7 MR. CHAPMAN: And, Dean, for the
8 record, the first one which we've marked as
9 Exhibit 12 consists of nine pages. And the
10 first page of which is a letter from
11 Medallion, or it looks like a fax January 9,
12 '01 to Mr. Caiazzo.
13 Q. I hand you that and ask you if you recognize
14 that document.
15 A. (Witness reviews document) The first page
16 only or the rest of it?
17 Q. Yes, take a minute and look through it, if
18 you would.
19 MR. CARNAHAN: Can I say something?
20 MR. CHAPMAN: Sure.
21 MR. CARNAHAN: I've located that
22 other list, and I can fax it to you now.
23 MR. CHAPMAN: Okay.
24 MR. CARNAHAN: Yes. Let's see. Do
25 you just have one fax machine?

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1 MR. CHAPMAN: Yes.
2 MR. CARNAHAN: I can fax it right
3 now if you could --
4 MR. CHAPMAN: Yes. It's 523-8130.
5 MR. CARNAHAN: Okay. I'll just do
6 it without a cover sheet and just do it right
7 now. All right?
8 MR. CHAPMAN: Sure. Not that that
9 changes what I said about suspending, but
10 we'll chip away at it.
11 MR. CARNAHAN: Yes.
12 (Discussion off the record)
13 (Recess taken)
14 BY MR. CHAPMAN:
15 Q. So you've had a chance to look through
16 Exhibit 12, correct?
17 A. Yes.
18 Q. Do you recognize that document?
19 A. Yes, I do.
20 Q. And what is that?
21 A. It is the insurance proposal for the rewrite
22 finance agreement from John D'Addario dated
23 1/9/01.
24 Q. And that was faxed to you at that time?
25 A. Yes, I think it was faxed. Or he brought it

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1 down or something, yes.

2 Q. And do you remember getting that at that

3 time?

4 A. Yes.

5 Q. And fair to say that this is a proposal for

6 your insurance for Scuttlebutt's?

7 A. Yes, it is.

8 Q. Now, do you recall that at that time they

9 were proposing to write the package -- and do

10 you understand that the package refers to

11 your property and general liability coverage?

12 A. The package for which I dealt with John

13 D'Addario?

14 Q. Right.

15 A. The package included all the complements of

16 my insurance. That's what the package means.

17 Q. Well, that's not -- you can tell from the

18 letter that that's not the reference here,

19 though, correct?

20 A. No, I don't believe so. Because if you go to

21 the next page, it clearly shows what we were

22 looking for: The business personal property

23 for \$150,000; the loss of earnings for

24 \$120,000; the awnings for which I argued for

25 \$2,000; and then there's a deductible for

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1 \$1,000; and it goes down to the

2 comprehension, correct?

3 Q. Right. Let me -- if we look at his cover

4 letter here, right, he's referring to a

5 rewrite of the package and liquor policies;

6 and then he makes a reference further down

7 below to workers comp, correct? Do you see

8 that?

9 A. Right.

10 Q. So he's referring to the package as something

11 in addition to the liquor and the workers'

12 comp, right?

13 A. I again refer to the second page, third page,

14 it says "Package Policy" at the top.

15 Q. Right.

16 A. And under it, it says, "Effective 1/10/2001

17 through 01/10/2002," and that includes

18 coverage for personal property, loss of

19 earnings, deck addition, awning deductible.

20 Then it goes down to all risk, flood and

21 earthquake, and it lists that under medical

22 and fire. It goes to the next page, liquor

23 liability which is separate from package

24 policy --

25 Q. Right.

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1 A. -- and says each common cause \$1 million and

2 the aggregate is \$1 million. That's based on

3 \$600,000 in liquor receipts. That to me is

4 clearly the liquor liability aside from the

5 package which includes everything that I

6 just said.

7 Q. Exactly. I agree with everything you just

8 said.

9 A. Okay.

10 Q. Now, you recall that the premium -- combined

11 premium for the package and liquor policies

12 as he had originally quoted and proposed it

13 was \$17,193?

14 A. Correct.

15 Q. Do you see that?

16 A. Correct.

17 Q. It says it on the proposal itself, and it

18 says it on the cover letter. See?

19 A. Yes.

20 Q. And in addition, the worker's comp premium

21 was going to be \$2,564?

22 A. Correct.

23 Q. And then he told you how he was going to need

24 to get payment from you to effectuate all

25 those different coverages, right?

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1 A. Correct.

2 Q. Now, isn't it fair to say that these

3 coverages as outlined in this proposal were

4 not effectuated at that time and with these

5 features?

6 A. No, that's incorrect. We removed -- we

7 lowered because that was I think a little

8 higher than what I wanted to pay at that

9 point. We reduced the liquor liability from

10 \$1 million to \$500,000, if I'm not mistaken.

11 And he can correct me or you can if I'm

12 wrong. And we worked it down to I think

13 \$15,000. And I'm pretty much on line with

14 that. So that includes my earnings which is

15 here, that includes the business personal

16 property which I'm looking for, the awning,

17 and everything else was disputed.

18 Q. Okay. So if I understand your last answer,

19 you got Exhibit 12, you talked about it with

20 D'Addario, and you said in essence, "We need

21 to try to reduce this"?

22 A. Correct.

23 Q. Okay. And it was reduced and later

24 effectuated, correct?

25 A. Correct.

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1 Q. Now, isn't it fair to say that one of the
2 reductions aside from reducing the liability
3 limit on the liquor liability, you also
4 reduced the premium by eliminating the
5 business personal property coverage?
6 A. The only thing that I remember eliminating
7 was the business interruption which was very
8 expensive. Not business coverage personal
9 property which is yearly. It's very
10 reasonable. It was the business interruption
11 insurance that he quoted me as saying "that's
12 exceptionally high," and that was what was
13 dropped.
14 Q. Okay.
15 A. I stand to be corrected, of course.
16 Q. Well, I'm getting ready to do that. Okay.
17 Well, let me actually -- on this one, let me
18 refer you to a document from your own
19 production.
20 MR. CHAPMAN: If we could mark
21 Exhibit 2E.
22 (Document marked as Caiazzo
23 Exhibit 2E for identification)
24 MR. CHAPMAN: And, Dean, I've marked
25 as Exhibit 2E one of the documents from the

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1 Plaintiff's production. And this is a draft
2 financing contract.
3 MR. CARNAHAN: All right.
4 Q. Now, Exhibit 2E, which you produced to us, do
5 you recognize that document?
6 A. (Witness reviews document) Uh-huh.
7 Q. And what do you recognize that to be?
8 A. It's the finance agreement. And if I can see
9 the date -- beginning 3/23/01. It says 1901,
10 but...
11 Q. Now, is that a --
12 A. That's a rewrite of what you just saw in the
13 package starting with March.
14 Q. Right. And this is a financing agreement
15 which was presented to you to finance the
16 premium referenced in Exhibit 12, correct?
17 A. Correct.
18 Q. Now, fair to say you did not sign this
19 premium financing agreement?
20 A. No, I didn't sign this one.
21 Q. Right. And you wound up financing a lesser
22 premium, correct?
23 A. Yes.
24 (Document marked as Caiazzo
25 Exhibit 13 for identification)

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1 MR. CHAPMAN: Dean, No. 13 is a
2 quotation.
3 MR. CARNAHAN: All right.
4 Q. I'm going to hand you a document entitled
5 "Quotation." Do you recognize that?
6 A. (Witness reviews document) It says
7 January 9, 2001.
8 Q. Which is the same date as Exhibit 12,
9 correct?
10 A. Okay. It says the contents, \$150,000;
11 business income, 80 percent of the \$1,500 a
12 week, I believe. And that's how we came to
13 the 13 if it comes to 120. So it's only
14 80 percent coverage. So there's the answer
15 for the deductible. It's only 80 percent
16 coverage.
17 Q. Well, that's actually a reference to a
18 co-insurance clause. It doesn't have
19 anything to do with an amount or money.
20 A. Okay. But it still says 80 percent. It's
21 not 100 percent. So that would indicate the
22 difference there. It also includes -- this
23 is the -- unless I'm wrong and I'm seeing
24 something different, it says my income, the
25 awning, the contents. And it goes to

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1 commercial liability, general aggregate,
2 products, personal injury, prior damage,
3 medical.
4 Q. Well, the reason I'm showing this to you is
5 this is a quote that you got on January 9,
6 '01 for that particular policy in connection
7 with Exhibit 12, correct? I mean this was
8 the quote for the policy referenced in the
9 draft financing agreement, correct, Exhibit
10 12?
11 A. I don't remember seeing this. But this
12 obviously has to do with Scuttlebutt's. So
13 at one point, yes, this had to have been part
14 of --
15 Q. Okay. And you see that the premium
16 referenced on the quote, Exhibit 13, matches
17 up with the premium on the financing
18 agreement that's stated in here. When you
19 total all these up, you come down to the
20 \$19,757 number. Do you see that on
21 Exhibit 12?
22 A. I see that.
23 Q. Okay. So in other words, this quote,
24 Exhibit 13, reflects coverage that you did
25 not purchase because as you said previously

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1 the business income was deleted, correct?

2 A. No, that's incorrect. It says Lloyd's of

3 London package which included my loss of

4 income and the business products and

5 everything to be \$7,450 which clearly

6 includes what this quote says under the

7 Lloyd's of London.

8 Q. Right. But this is the one --

9 A. The Lloyd's of London package which you just

10 said did not happen because it was separate

11 from the liquor liability is not true because

12 that hits it exactly what you just said.

13 That's the exact package associated with

14 Lloyd's of London which includes the package

15 here. Here's the heading: "Package Policy."

16 There's all the earnings. The only item I

17 eliminated and whether it was in this policy

18 or the previous one was the business

19 interruption. This has nothing -- this is

20 loss of income.

21 Q. Business interruption is referred to as loss

22 of earnings, correct?

23 A. No, no. Loss of earnings is my personal loss

24 of earnings. Business interruption says

25 business interruption. That would be

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1 business that loss of earnings. There's no

2 such thing as earnings for the business.

3 This is earnings, my personal earnings, you

4 know what I mean? The business interruption

5 would be they'd pay the mortgage and

6 everything associated with the interruption

7 of the business by way of a bomb or a flood

8 or something like that. This still includes

9 my earnings.

10 Q. Okay.

11 A. And it's clearly under the package. It says

12 it right there in both of them.

13 Q. Well, in any event, let me ask it this way:

14 A. Excuse me. Am I seeing that's not here? Is

15 that what you're trying to say? I don't

16 understand. This clearly shows my coverage

17 on the sheets that you said I couldn't come

18 up with that they provided. It clearly shows

19 my coverage right here clear as day.

20 Q. Well, as we discussed a minute ago, this is a

21 proposal you received -- Exhibit 12 is a

22 proposal you received from Medallion.

23 Exhibit 13 is a quotation.

24 A. Right. You just referred to that in saying

25 Lloyd's of London is not included on this,

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1 but yet it is. There it is right there. The

2 exact same number matches it. It's a

3 package.

4 Q. We're missing each other right now. We've

5 already -- you've already testified that the

6 policies reflected on Exhibit 12 that were

7 totaled out to a premium of \$19,757 --

8 A. Correct.

9 Q. And I'm going to represent to you, okay, that

10 the \$19,757 on Exhibit 12 includes the

11 premium referenced on Exhibit 13. I'm just

12 telling you that.

13 A. Okay. But that's irrelevant from what the

14 package shows.

15 Q. But my point is we've already established

16 that you elected not to go with the proposal

17 that resulted in a \$19,757 premium. That's

18 all I'm saying.

19 A. But the quote on your page which is the quote

20 which was my insurance clearly shows my loss

21 of salary earnings and the products.

22 Q. Right.

23 A. Okay.

24 Q. Let's move on from that because --

25 A. Okay.

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1 Q. Now, what I want to show you next is another

2 quotation which we'll mark as Exhibit 14.

3 (Document marked as Caiazzo

4 Exhibit 14 for identification)

5 Q. Take a look at the quotation we've marked as

6 Exhibit 14. And do you see when that

7 quotation was generated?

8 A. (Witness reviews document) The date...

9 Q. Well, I'll just suggest to you -- do you see

10 a fax date of March of '01 at the top

11 left-hand corner?

12 A. Yes, March 10, 2001.

13 Q. Now, do you remember receiving a quotation

14 for your coverage in March of '01?

15 A. Yes.

16 Q. And do you understand that you did not have

17 insurance on the business between January,

18 February up until March of '01?

19 A. No. I had insurance. I saw I have the

20 paperwork that clearly shows the coverage --

21 the renewal coverage from January, then March

22 until March of 2002.

23 Q. And the insurance for that period for that

24 year was financed, correct?

25 A. Yes, it was.

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1 Q. So before you would have any insurance, you'd
2 have to have a signed financing agreement,
3 right?

4 A. The insurance never lapses. When you get
5 close to the period of time where it's going
6 to lapse, this is why the quote comes out two
7 months ahead of time which you just showed me
8 in January. I submit a payment and the
9 renewal kicks in.

10 Q. Well, you know the financing company isn't
11 going to pay the premium on all these
12 policies on your behalf until you've given
13 them a signed financing contract, right?

14 A. Everything is done prior to them coming down
15 and picking up in that particular situation a
16 money order for \$4,900. That's over here in
17 Jean's. She put it right down here. And
18 that coverage sheet that I gave you, that's
19 also included on there clearly shows from
20 March 2001 until March 2002. I was covered
21 by all of these which I've been saying all
22 along.

23 MR. CHAPMAN: Off the record.
24 (Discussion off the record)
25 MR. CHAPMAN: Back on. We're going

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1 to mark the next exhibit.
2 (Document marked as Caiazzo
3 Exhibit 15 for identification)

4 Q. Okay. This is No. 15, and this exhibit
5 consists of seven pages. I'm going to hand
6 this to you. And first of all, do you
7 recognize that the first page is a photocopy
8 of an envelope?

9 A. (Witness reviews document) Yes.

10 Q. And is that your handwriting on the envelope?

11 A. Yes, it is.

12 Q. And take a look at the rest of the exhibit
13 and let me know if you recognize generally
14 what that is.

15 A. This is the \$6,893.25 payment that I made to
16 Medallion Insurance for the deposit of that
17 new renewal with a premium balance of \$9,191.
18 So it was \$9,000 plus the \$6,000 is close to
19 the \$15,000 which I said we reduced. It's
20 closer to sixteen-something which reduced the
21 original \$19,000 by a couple of thousand.

22 Q. So this document enables you to say that you
23 did not get all the insurance that's
24 reflected in Exhibit 12, correct?

25 A. No, that does not say that at all. That

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1 reinforces mine because you showed me there
2 was only \$7,000, whereas this is now \$15,000.

3 Q. Set aside Exhibit 13 because I'm just going
4 to tell you you're misunderstanding this.
5 Okay. Let's stick with Exhibit 12 which is
6 the proposal. Okay. Now, under the proposal
7 for your package policy, your liquor
8 liability policy, and your workers' comp,
9 okay, you can see if you go through the
10 premiums that the package and the liquor
11 liability were going to total to \$19,757 and
12 the comp was going to be an additional
13 \$2,564, okay?

14 A. Uh-huh.

15 Q. Now, the financing agreement and all these
16 policies that you identify as reflected in
17 Exhibit 12, those are all going to be
18 financed?

19 A. Correct.

20 Q. The financing agreement that you have in
21 front of you now that's Exhibit 15 reflects
22 that you paid -- you were financing a premium
23 of less than roughly -- nineteen plus two and
24 a half -- \$21,000, correct?

25 A. Well, no. The whole package is \$17,000 -- I

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1 mean \$19,000.

2 MR. CARNAHAN: Yes. It was \$17,000
3 plus \$2,000 so it's \$19,000.

4 A. The whole total is \$19,000.

5 Q. So if we look at Exhibit 12, the package and
6 the liability -- I'm sorry -- the package and
7 the liquor liability and the workers' comp
8 totaled out to \$19,757, correct?

9 A. Correct.

10 Q. What you wound up financing as reflected in
11 Exhibit 15 was something less than \$19,757,
12 correct?

13 A. Correct.

14 Q. Okay. And that's because ultimately you
15 wound up purchasing less coverage than what
16 was reflected in Exhibit 12, correct?

17 A. Correct.

18 Q. Okay. Now, the reason you were sending the
19 envelope back to Medallion -- that's the
20 first page of Exhibit 15 -- is because you
21 needed to return the signed fee agreement,
22 right -- I'm sorry, the signed --

23 A. No. I had to send them a check.

24 Q. You had to send them a check, and you also
25 had to return the signed financing agreement,

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1 correct?

2 A. Uh-huh.

3 Q. Yes?

4 A. Right. I think so. I know I had to send

5 them the check. I don't know about the

6 financing agreement.

7 Q. Well, you know just from common sense you had

8 to sign a financing agreement, right?

9 A. Right, but not necessarily put in envelope,

10 mail it back. He could have come to the

11 place. I could have signed it. But I know I

12 had to send -- he said, "Send the check,"

13 which I did.

14 Q. Okay. The third page of Exhibit 15 is a

15 Standard Funding Corp. Premium Finance

16 Agreement. Do you see that?

17 A. (Witness reviews document) Yes.

18 Q. And is that your signature on the financing

19 agreement?

20 A. Yes.

21 Q. And you signed that on or about March 22,

22 '01?

23 A. Correct.

24 Q. And the finance agreement that you signed

25 reflected that your premium for the -- which

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1 is which? Okay. The premium for the package

2 policy was going to be \$3,000 plus a \$205 tax

3 or fee, correct? Do you see that?

4 A. Yes.

5 Q. And the package -- the premium for the liquor

6 liability policy was going to be \$4,000 plus

7 a tax or fee, correct?

8 A. Correct.

9 Q. And the premium for the workers' comp was

10 going to be \$1,826, correct?

11 A. Correct.

12 Q. And you add all those up and you come out

13 with a total finance amount of \$9,191,

14 correct?

15 A. Right.

16 Q. Okay. So when we compare Exhibit 12 from

17 January '01 to Exhibit 15 of March '01, by

18 reducing coverages, you reduced your premium

19 on the policy that went into effect in March

20 of '01 by over \$10,000, correct?

21 A. Correct.

22 Q. And isn't it fair to say that one of the

23 reductions in coverage you made on the

24 package policy was to delete the business

25 property coverage?

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1 A. I don't see that.

2 Q. I will show you what I'm talking about. When

3 you put Exhibit 14 side by side with the

4 premium finance agreement, Exhibit 15, which

5 is -- now, Exhibit 14 is the quotation,

6 four-year package policy. You see that this

7 quotation, Exhibit 14, does not include

8 property coverage, correct? And if you want,

9 compare that quote to the quote in

10 Exhibit 13.

11 A. There's the \$4,000. That's \$4,000 that's

12 listed there. The date, that's January.

13 These are both the same.

14 Q. Let me ask you about that. Isn't it fair to

15 say that Medallion quoted it for you two

16 different ways in January? They quoted it

17 for you with property coverage and without

18 property coverage, right?

19 A. That I don't remember. But I'm looking at it

20 now.

21 Q. Okay. Let's look at it now. We've got

22 Exhibit 13 and Exhibit 14 side by side,

23 right?

24 A. Correct.

25 Q. One of those quotes is for a policy that

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1 includes property coverage; one is for a

2 policy that does not include property

3 coverage, correct?

4 A. No, because here's the \$7,833.

5 Q. Right. And that's Exhibit 13?

6 A. And that includes all this.

7 Q. Right. And that includes -- you see the

8 reference to property coverage on Exhibit 13,

9 right?

10 A. Okay. \$7,833 plus this is the \$9,000.

11 Q. No, no, no. Exhibit 14 is a quote for the

12 same policy but without property coverage,

13 correct?

14 A. Where is it?

15 Q. When we look at Exhibit 13, the first thing

16 quoted is your content, your business income,

17 your awning, and your deck. You see that?

18 A. Okay. And how much is that?

19 Q. The coverage limit is to the right.

20 A. Okay. But it says \$500 deductible.

21 Q. Then it drops down to give you coverage

22 limits for your general liability and so

23 forth, right? So you see that in Exhibit 13.

24 Exhibit 14 starts off with the commercial

25 general liability which is the second item

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1 down on Exhibit 13. So you can see, correct,
2 that Exhibit 14 is a quote for liability
3 coverage but without the property coverage
4 that you see in Exhibit 13? Correct?
5 A. I don't see that because it lists identically
6 the same coverage on both sheets.
7 Q. It lists the same coverage on both sheets for
8 liability. It doesn't list any coverage for
9 property, does it?
10 A. The check -- where is the coverage for the
11 check that was sent over? How much was that?
12 It's right here. How much was the check?
13 \$4,900? Well, there's the difference right
14 there. There's the difference that I paid.
15 So that's \$6,000 and I carried over -- here's
16 the figure right there. \$6,000 removes this,
17 what you're looking at. Without this \$6,000,
18 this would have been -- you're correct --
19 completely different from this one. But it
20 wasn't because that \$6,700 reduced the total
21 number that you're looking at trying to say
22 that the total package was reduced by X
23 amount. So the \$6,900 reduced everything
24 substantially and now put me in the same
25 category as this original quote.

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1 Q. No.
2 A. It's there, right there.
3 Q. No. Respectfully, it's not there because
4 that's the premium for the entire policy.
5 Okay.
6 A. I have -- how much is \$600 times 12?
7 Q. Let's --
8 A. No, no, no. \$600 times 12 is what?
9 Q. Let's try to stick with my questions just so
10 we can try to --
11 A. It's not there because --
12 MR. CHAPMAN: Are you still with us,
13 Dean?
14 MR. CARNAHAN: Yes.
15 A. -- \$6,900 was paid. Okay. My monthly
16 payments I believe were \$700, \$600, something
17 like that. That comes to much greater than
18 the figure you're saying that happened. Add
19 the two of them together and then my
20 monthlies.
21 Q. We've already added together what we need to
22 add together. This is my point. And, you
23 know, if you don't see it, just tell me.
24 Okay?
25 A. No, I understand what you're saying. But

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1 when I saw the coverage page, the coverage
2 page that I saw that went from March 2001 to
3 March 2002 at Tom Collins' office, it
4 specifically said, "Income Disability
5 Policy." And now that reflects the quote
6 here which is carried -- it carried in this
7 entire policy. The only thing that was
8 reduced was the liquor liability, but they
9 had more money down, and that reduced the
10 figure that you're looking at.
11 Q. Okay. Again, just try to stick with my
12 questions.
13 A. Okay.
14 Q. When the day comes, Mr. Carnahan will be able
15 to ask you -- can say whatever you want, but
16 you've got to try to stick to my questions
17 here. All right?
18 A. Okay.
19 Q. Now, I'm suggesting to you that Exhibit 14 is
20 a quote for your package policy not including
21 property coverage. Exhibit 13 is a quote for
22 the package policy to include property
23 coverage. Okay. Do you agree or disagree
24 with that?
25 A. I can't say because --

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1 Q. Okay. Next question: You see here -- you
2 see in Exhibit 15, when you look at the
3 premium finance agreement that you signed,
4 you would agree with me that you wound up
5 taking the coverage reflected in Exhibit 14
6 because you can match up the premium amount
7 on the package policy. I'm representing to
8 you that the top policy referenced in the
9 premium financing agreement is for the
10 package policy. It says, "Liability." Okay?
11 A. Right.
12 Q. And you can match up the premium amounts.
13 \$3,000 for the premium for liability and \$205
14 for the taxes and fees?
15 A. Okay.
16 Q. So you agree with everything I've said so far
17 on that issue?
18 A. That includes the income.
19 Q. We're not talking about that.
20 A. Okay. But it does include the income.
21 Q. I'm not asking any questions about income.
22 I'm asking you questions about property
23 coverage right now.
24 A. I don't see the property being omitted
25 because I see the transfer of the same amount

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of money on this quote sheet, the second page from Jean D'Addario, that carries the package coverage that did not reduce this the way the liquor liability did. So the package gets transferred identically with a reduction of the liquor liability with more money down.

And if you look at it and see how much I paid a month, which I included and times 12 months, add the \$6,900, and you'll see that it's much greater than the figure that you're showing.

Q. On Page 2 of the premium finance agreement that's part of Exhibit 15 -- and just for the record, it's a page entitled "Further Provisions of the Premium Finance Agreement" -- are those your initials at the bottom of the page?

A. (Witness reviews document) No. No, those are not. That's my signature.

Q. Right.

A. But I don't -- that isn't my initials. I initial it SDC. I do not initial that. That's not my signature. My other one is; the initials aren't.

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(Document marked as Caiazzo
Exhibit 16 for identification)

Q. Now, the next exhibit is a certificate of insurance and a commercial general liability coverage declarations which I've marked as Exhibit 16. Take a look at that.

A. (Witness reviews document) Okay. It says the person -- it says the products right here. No. Wait a minute. Wait a minute. I'm sorry.

Q. Hold on. The question is -- take a look at it, if you want. The question is, do you recognize what that document is?

A. Yes.

Q. Okay. What is it?

A. This is just the declaration page.

Q. For what?

A. For Lloyd's of London.

Q. Okay. Which policy?

A. It says for the general liability.

Q. Right. And this is a -- what you've got in front of you now is a policy that you got through Medallion, correct?

A. Correct.

Q. And this is the general liability policy that

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you got through Medallion in effect from March of '01 beginning on, right?

A. Right.

Q. Now, did you receive -- you received this policy shortly after it was -- shortly after it went into effect, correct?

A. Well, that's not a policy.

Q. The first page is a certificate of insurance. You know what that is, right?

A. Right. It's a declaration, but that's not the policy.

Q. Well, maybe you're saying that because you haven't looked at it yet. Take a look through the rest of the pages and tell me whether or not that is the GL policy you got through Medallion.

A. (Witness reviews document) This is a personal injury part in exclusions. Well, here's the employer's liability for injury to me before I get to the other one. You know what I'm saying? I just haven't come across that. You thought I was going to bypass it, but I'll stick to the other.

Q. All I'm trying to find out is is this the general liability policy you got from

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Medallion?

A. It is. But that's what you said to read it over. But it's long and it's -- yes, this is. That's what it says.

Q. Okay. All right. Now, did you get this policy and did you get this certificate of insurance back in April of '01?

A. Yes.

Q. And when you got it, did you look it over? Did you read it?

A. For the most part, yes.

Q. And then you put it in your file cabinet at Scuttlebutt's, correct?

A. Correct.

Q. Now, you can see then and you can see now that the only coverage you had purchased was liability coverage, correct? And you had not purchased property coverage, correct?

A. Under this policy, yes, the general liability.

Q. Right. Now, once the policy in Exhibit 16 went into effect, fair to say there were times when the policy was canceled for nonpayment, correct?

A. No.

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1 Q. Nonpayment of the premium finance agreement
2 payments, correct?
3 A. It was not canceled.
4 Q. It was noticed for cancelation, though,
5 correct?
6 A. Notice of intent to cancel.
7 Q. Well, as a matter of fact, it was canceled
8 for a period of almost two months, wasn't it?
9 A. No, not at all.
10 Q. Well --
11 A. Not during that period of time, absolutely
12 not.
13 Q. Are you sure you want to say absolutely not?
14 A. I wrote the checks.
15 MR. CHAPMAN: The next exhibit is
16 No. 17.
17 (Document marked as Caiazzo
18 Exhibit 17 for identification)
19 Q. I'm going to hand you Exhibit 17 which is a
20 reinstatement warranty and ask you if that's
21 your handwriting on that document?
22 A. No, this is not. This is not my signature,
23 no way near. This is not my handwriting.
24 Q. Okay. And from -- well, have you ever seen
25 this document before today?

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1 A. It doesn't look like it. This was a
2 reinstatement.
3 Q. Do you know what a reinstatement warranty is?
4 A. First of all, the insurance was never lapsed.
5 So I believe -- and if you look at that, that
6 is not my signature. That was not my
7 signature. Someone forged that obviously on
8 the bottom.
9 Q. Well, do you have an understanding that your
10 policy lapsed for nonpayment?
11 A. Never, never did. And I have all the
12 payments, every check every month. This
13 brings up the fact of maybe what the
14 possibility of Jack D'Addario or someone at
15 Medallion did to cover themselves. Now it's
16 starting to make sense. Compare the two
17 signatures.
18 Q. What about the handwriting on this check? Do
19 you recognize that?
20 A. (Witness reviews document) This is my
21 handwriting.
22 MR. CHAPMAN: Okay. Let's mark that
23 as an exhibit.
24 A. April, May, June insurance payments.
25 MR. CHAPMAN: That will be No. 18.

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1 (Document marked as Caiazzo
2 Exhibit 18 for identification)
3 Q. Now, showing you Exhibit 18, is that your
4 handwriting in the lower left-hand corner
5 under the memo section of the check?
6 A. Correct.
7 Q. And is that a bank check that you went and
8 got?
9 A. Yes.
10 Q. And why did you get that check?
11 A. I have no idea.
12 Q. Isn't it because your insurance had been
13 canceled for nonpayment?
14 A. No, I do not believe that. Because when I
15 filed for bankruptcy, they require you each
16 and every month to declare the insurance
17 which I have the sheets. I have no idea
18 what's that for. As a matter of fact, I have
19 another copy that says June, Standard
20 Funding, too. So I have no clue as to what
21 that is.
22 (Document marked as Caiazzo
23 Exhibit 19 for identification)
24 Q. Exhibit No. 19 is an insured's notice of
25 cancelation dated April 26, '01. And do you

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1 remember getting that in April of '01?
2 A. Date of notice 4/26. So date of notice 4/26
3 and effective date of cancelation 4/27.
4 Q. My question is simply do you remember getting
5 that notice of cancellation?
6 A. I'm looking. It says it's going to be
7 canceled on 4/27. Yes.
8 Q. Okay. So you remember getting this in April
9 of '01, correct?
10 A. Yes.
11 Q. Okay. So your insurance -- now that you've
12 seen this and -- well, strike that. Let me
13 back up.
14 At that time, fair to say the
15 correct mailing address for Scuttlebutt's and
16 Jenna's Pub, Inc., was 73 Lafayette Street,
17 Salem, Mass. 01970? Right?
18 A. Correct.
19 Q. And you know, now that you've seen
20 Exhibit 19, that your insurance for
21 Scuttlebutt's was canceled, correct?
22 A. I never received a notice of cancelation
23 where this was not paid. The date on here is
24 April 15th. Cancelation over here was 4/27.
25 Q. I think the date on the check that you wrote

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1 or that you obtained in Exhibit 18 was June,
2 isn't it?

3 A. (Witness reviews document) Okay. Yes. So
4 June 15th. So it says effective date of
5 cancelation is 4/27. Why did I put April,
6 May, June. That wouldn't --

7 Q. Well, isn't it because that you received
8 Exhibit 19, the notice of cancelation, in
9 April and didn't do anything about it until
10 June 15th?

11 A. That's not correct at all.

12 MR. CHAPMAN: I think we just lost
13 him.

14 THE WITNESS: I think the
15 deposition is over.

16 (Discussion off the record)

17 MR. CHAPMAN: We apparently just
18 lost Mr. Carnahan. He had told us -- and I
19 don't think you got this on the record so
20 I'll say it now. When we had a break a short
21 while ago, Mr. Carnahan warned us that he has
22 a battery-powered phone and the battery was
23 running low. And he anticipated that it was
24 going to run out soon. So we said that if
25 that happened, we would agree to suspend.

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1 And so he just cut out on us. And so that's
2 what we're going to do now. We're going to
3 suspend the deposition. And we will resume
4 this at a time that's convenient for
5 everybody.

6 And, again, just for the record, let
7 me say that I am making a formal request for
8 the documents that we've identified during
9 the course of the deposition.

10 (Whereupon, the deposition was
11 suspended at 4:58 p.m.)
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25

Exhibit 3A

VOLUME: II
PAGES: 1 - 191
EXHIBITS: 14

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MASSACHUSETTS

CA NO. 04CV12627

* * * * *

STEPHEN D. CAIAZZO
Plaintiff,

vs.

THE MEDALLION INSURANCE
AGENCIES, INC.
Defendant.

* * * * *

THE CONTINUED DEPOSITION OF
STEPHEN D. CAIAZZO, called on behalf of the
Defendant, pursuant to the Massachusetts
Rules of Civil Procedure, before Aida
Correia, Court Reporter and Notary Public
within and for the Commonwealth of
Massachusetts, at Melick, Porter & Shea, 28
State Street, Boston, Massachusetts,
commencing at 10:45 a.m. on Friday,
June 10, 2005.

Page 2

1 APPEARANCES:
 2
 3 DEAN CARNAHAN
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 7 For the Plaintiff
 8
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 13 For the Defendant
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Page 4

1 PROCEEDINGS
 2 STEPHEN D. CAIAZZO, a witness called
 3 on behalf of the Plaintiff, having been duly
 4 sworn under oath, deposes and says as
 5 follows:
 6 Examination by Ms. Florio:
 7 Q. Mr. Caiazzo, you have the pleasure of
 8 dealing with me today instead of
 9 Mr. Chapman.
 10 A. Either way. Makes no difference to me.
 11 Q. Thanks for coming back.
 12 A. I tried to get here earlier. But coming
 13 from Fort Myers, this is the earliest that I
 14 can land in Boston believe it or not.
 15 Q. I appreciate it. We are going to pick up
 16 where we left off last time. We were
 17 talking about the policy you had in effect
 18 in 2001.
 19 A. Yes.
 20 Q. And it's my understanding that it's your
 21 testimony that you had a package policy in
 22 effect during 2001; is that right?
 23 A. I believe it was two years prior to that.
 24 It ran for about three or four years, but

Page 5

1 2001 is exactly what it was. Right.
 2 Q. Focusing just on 2001, it's your testimony
 3 that you had a package policy in effect
 4 during that time period; is that correct?
 5 A. Absolutely.
 6 Q. What is your understanding of what was
 7 covered under that package policy?
 8 A. It was the package that I had for probably
 9 12 to 15 years with these people. It was
 10 basic dram shop, liquor liability, fire,
 11 personal contents. And at this particular
 12 time -- and I know it was 2001 because I
 13 asked Jack about it. It was my income
 14 disability package or policy. It was
 15 included in the package.
 16 Q. Did you refer to it as a package policy? Is
 17 that how you referred to it?
 18 A. I referred to it -- that's what they gave
 19 you is a package.
 20 Q. Okay.
 21 A. All the components together.
 22 Q. It's your testimony that it included the
 23 dram shop or liquor liability, fire,
 24 personal contents, meaning the personal

2 (Pages 2 to 5)

Page 6

1 property, right?
 2 A. Right.
 3 Q. And also your disability income; correct?
 4 A. Workman's comp, disability, liquor
 5 liability. That's a whole package. Every
 6 year it's basically the same. It doesn't
 7 really vary at all.
 8 Q. It's your testimony that you had one policy
 9 that covered all of those components?
 10 A. No. They are all individual policies, and
 11 it's called one package, one payment.
 12 There's a company out of New York, Standard
 13 Funding, it finances the entire package. I
 14 make one check to Standard Funding, and they
 15 distribute it to the individual companies
 16 like Lloyd's of London and so on and so
 17 forth.
 18 Q. So it's your testimony that the policies
 19 were all financed through Standard Funding;
 20 correct?
 21 A. Correct.
 22 Q. So the Standard Funding finance agreement
 23 would include all of the different policies
 24 that had been financed for that policy year?

Page 7

1 A. Yes.
 2 Q. I want you to look at what we previously
 3 marked as Exhibit 15. On Page 2 of that
 4 exhibit, do you see that that is the
 5 Standard Funding finance agreement?
 6 A. Page 2 -- okay.
 7 Q. Right. Do you recognize that as the finance
 8 agreement?
 9 A. This is one of them, yes. Because they keep
 10 sending them back and forth. One was --
 11 this -- it says finance agreement. I don't
 12 know.
 13 Q. I'm not trying to trick you here. Do you
 14 recognize it as a finance agreement right in
 15 front of you?
 16 A. That's what it says.
 17 Q. And you have seen this before because you in
 18 fact signed it, right?
 19 A. Correct.
 20 Q. And this is the finance agreement that was
 21 in effect for the policy year beginning on
 22 March 22, 2001; correct?
 23 A. Correct.
 24 Q. And the different policies are listed here

Page 8

1 in the middle of the page; correct?
 2 A. No. I don't see them listed.
 3 Q. You see where it says "name of insurance
 4 company?"
 5 A. Just says Lloyd's of London, Llyod's of
 6 London. It doesn't say all the package and
 7 policies. It doesn't say anything about
 8 policies unless I'm --
 9 Q. Well, let me see if we can go through it
 10 step by step. Do you see here in the middle
 11 it includes some policy information in
 12 general?
 13 A. It says "Insurance Innovators Lloyd's of
 14 London" on two of them. And that's all it
 15 says.
 16 Q. Then it's continued onto this next page.
 17 A. That goes to workman's comp legion
 18 insurance.
 19 Q. So let's just start with the first one
 20 listed here which says Lloyd's of London as
 21 the insurance company; correct?
 22 A. Uh-huh.
 23 Q. Is that a yes?
 24 A. Yes.

Page 9

1 Q. And the effective date of that first policy
 2 is March 22, 2001?
 3 A. Correct.
 4 Q. And as you follow that policy along, you get
 5 under the category that says "coverage";
 6 correct?
 7 A. Right.
 8 Q. And you see under that it says "LIAB."
 9 A. Correct.
 10 Q. And do you understand that that is referring
 11 to your liability coverage?
 12 A. Yes, I do.
 13 Q. And then there's a premium listed for that
 14 for \$3,000?
 15 A. Yes.
 16 Q. And then there's the second policy listed
 17 which also is effective March 22, 2001;
 18 correct?
 19 A. Yes.
 20 Q. And that's with Lloyd's of London?
 21 A. Yes.
 22 Q. And then under coverage, it says "LLL?"
 23 A. Right.
 24 Q. Do you understand that to be the liquor

3 (Pages 6 to 9)

Page 10

1 liability coverage?
 2 A. Yes.
 3 Q. And the premium that's listed for the liquor
 4 liability coverage is \$4,000. Do you see
 5 that?
 6 A. Yes, it is.
 7 Q. Okay. And then the third policy that's
 8 listed on the next page is the worker's
 9 compensation policy. Do you see that?
 10 A. Yes, I do.
 11 Q. That's effective February 23, 2001.
 12 A. Right.
 13 Q. And the coverage that's listed says "W"
 14 slash "C", and you understand that to be
 15 worker's comp?
 16 A. Yes, I do.
 17 Q. The premium listed there is?
 18 A. It's \$1,826.
 19 Q. That's the last policy that's listed;
 20 correct?
 21 A. Yes, it is.
 22 Q. So that includes the policies that were
 23 financed with Standard Funding for that
 24 policy period beginning in February and

Page 11

1 March of 2001; correct?
 2 A. Right. Come March that was a carryover, and
 3 that was a continuation of the previous
 4 policies. So there is other policies over
 5 there that probably didn't expire on that
 6 date because there's letters in there that
 7 determine what carries over and what has to
 8 be refinanced and whatever. That's what I
 9 see on that particular one.
 10 Q. Well, this is the only finance agreement
 11 that you had in effect starting in March of
 12 2001, right? You only had --
 13 A. We have to finance \$200 or \$300 because that
 14 I believe is somewhere in the vicinity with
 15 the package plan for my disability, and so
 16 they would not have to finance \$200 because
 17 I paid \$4,000 down, and so that would
 18 certainly cover the majority. See what I'm
 19 saying?
 20 Q. Actually I'm a little confused.
 21 A. Okay.
 22 Q. Let's back up for a second. I thought it
 23 was your testimony that all of your policies
 24 were financed through Standard Funding so

Page 12

1 you would only have to write one check.
 2 A. Exactly.
 3 Q. All of the policies that you had in effect
 4 let's say in August of 2001 would have been
 5 financed through Standard Funding?
 6 A. No.
 7 Q. Okay. It seems a little inconsistent.
 8 A. It's not inconsistent. When you're dealing
 9 with insurance and you buy a package plan --
 10 Q. Hold on a second. I'm going to ask the
 11 questions today.
 12 A. I will try and answer them. But you will
 13 have to ask them correctly because you're
 14 missing a point here, a very important
 15 point.
 16 Q. The problem is you're stuck with the
 17 questions I ask you, and so you will have to
 18 just answer them the best you can.
 19 A. That's fine.
 20 Q. But you have to respond to the questions,
 21 and you can't just talk as you see fit.
 22 A. Well, I have to explain. I'm certainly not
 23 going to give you an answer that's not
 24 correct and then you interpret that as being

Page 13

1 the only answer, and that's incorrect.
 2 Q. I understand what you're saying, but there
 3 wasn't a question pending. That was my only
 4 point.
 5 A. Okay.
 6 Q. Is it your testimony that in addition to the
 7 policies listed on this finance agreement
 8 you had additional policies in effect?
 9 A. No. I'm not saying that. I'm saying just
 10 because that says March of 2001, that was
 11 the renewal policy for those particular
 12 policies. Now, having gotten my income
 13 disability insurance the year before and the
 14 year before, there was a certain time period
 15 there that it ran. And I don't believe it
 16 was enough money for that to be incorporated
 17 -- or I don't know how long it ran. It may
 18 have run for six months, or it may have run
 19 for a year, two years. That's just a
 20 renewal policy for the existing policies
 21 that ran from that time period.
 22 Q. You testified that the package policy
 23 included your income disability policy;
 24 correct?

4 (Pages 10 to 13)

Page 14

1 A. Very simply John D'Addario was my agent. I
 2 asked for a specific policy because I had an
 3 awful lot to lose. We did this not once, we
 4 did it not twice, it was at least three
 5 years consecutively. This was his
 6 recommendation, not mine. This was his. So
 7 what I'm saying to you is I know you're
 8 reading that, but I don't interpret your
 9 question as being legitimate in that term.
 10 I'm not going to answer a question that
 11 doesn't -- you're trying to get me to answer
 12 yes to a package here when I know I had a
 13 policy through John D'Addario, and that
 14 particular finance agreement shows that that
 15 doesn't include it but I did have it. And
 16 it carried over for -- I don't know whether
 17 it ran two or three years.

18 Q. I understand what you're saying, and I'm not
 19 trying to get you to say anything that you
 20 don't believe. I just want to understand
 21 where you're coming from.

22 A. I don't know what happened the last couple
 23 of questions with Mr. Whatever, and he tried
 24 to pull a little maneuver on me. That's not

Page 15

1 the way it is. I'm just trying to tell you
 2 the truth here, and that's all there is to
 3 it.

4 Q. I understand. We'll get through it baby
 5 steps though because what I first want to
 6 establish is that -- and you have insurance
 7 background so you understand that the income
 8 policy is not reflected on the Standard
 9 Funding finance agreement we just went over?

10 A. Right. I have life insurance. I took a
 11 test, and I got a life insurance
 12 certificate. I didn't deal with this
 13 particular --

14 Q. Well --

15 A. That's the question you asked so I have to
 16 answer that.

17 Q. As a small business owner -- and I mean you
 18 reviewed it with me. You understand that --

19 A. I have no reason to lie. I'm telling you
 20 the truth. That's all there is. You ask me
 21 a question, and I'm telling you. I paid for
 22 disability insurance because it was
 23 recommended to me and brought to my
 24 attention by my agent and followed through.

Page 16

1 Q. I understand, Mr. Caiazzo. But let me just
 2 ask you, I believe what you're saying is you
 3 understand that it's not reflected on this
 4 finance agreement --

5 A. Well --

6 Q. I believe what you're saying is you
 7 understand that the income disability policy
 8 is not reflected on the Standard Financing
 9 agreement, but it's your testimony that you
 10 had the policy in effect, it just wasn't
 11 financed through this financing company?
 12 Is that fair to say?

13 A. Yes. Exactly.

14 Q. So these three policies; the liability
 15 policy, the liquor liability policy and the
 16 worker's comp policy were the ones that were
 17 financed through Standard Funding?

18 A. On that sheet, on that renewal time period,
 19 right.

20 Q. For this policy period beginning in February
 21 and March of 2001?

22 A. Correct.

23 Q. And that's what I'm focusing on for right
 24 now.

Page 17

1 A. Yes.

2 Q. It's your testimony that during that time
 3 period you also had an income disability
 4 policy, it just was not financed through
 5 Standard Funding. Is that fair to say?

6 A. Correct.

7 Q. So you during that time period wrote
 8 separate checks for the income disability
 9 policy?

10 A. No. I never ever said I wrote separate
 11 checks. There was documentation that show
 12 that various policies are started up and
 13 terminated and restructured at different
 14 time periods. All I'm saying to you is I
 15 always mail one check according to Jack
 16 D'Addario and who to send it to. I gave him
 17 a \$5,000 or \$4,500 down payment which I do
 18 believe that was part of the income
 19 disability policy because we discussed it
 20 for a good period of time. This was his
 21 recommendation again. Now, because this
 22 package here from Standard does not reflect
 23 the income disability, that doesn't mean
 24 that I didn't have the policy in effect.

5 (Pages 14 to 17)

Page 18

1 The policy was brought up to me, and I paid
 2 as I was supposed to. I remember distinctly
 3 having it in '98, '99, 2000 and 2001.
 4 Q. Okay. I'm going to stop you right there.
 5 A. Okay.
 6 Q. To whom would the checks be made payable to
 7 for the income disability policy that would
 8 have been in effect at the time that you
 9 became disabled in August of 2001?
 10 A. Again, the checks are all made out to one
 11 company.
 12 Q. Who is that?
 13 A. What the agent disperses, I don't know.
 14 Again, Standard Financing.
 15 Q. So when you make payments for all of your
 16 policies, you write one check? Whether
 17 you're paying for your income disability,
 18 your liability, your worker's comp, you
 19 write one check; is that right?
 20 A. On those policies. Initially, you have to
 21 understand that when I make a deposit, a
 22 down payment on my policies, some of it is
 23 paid through the agency. The agent is more
 24 than happy to give it to you and verify all

Page 19

1 this. All I'm telling you is I have the
 2 same insurance every year as a businessman.
 3 I know what my needs are and what I have to
 4 do in order to take care of my family and to
 5 cover myself for liability, all various
 6 liabilities. This particular policy as you
 7 are asking says that I paid Standard
 8 Funding. Yes, I do. But the extenuating
 9 circumstances are that there are various
 10 policy lapses during that that have to be
 11 restructured and started up again. So
 12 because it doesn't reflect on that doesn't
 13 mean that you're going to ask me say, hey,
 14 listen, I don't have insurance on that
 15 because I do. It just doesn't reflect it on
 16 that sheet because it could have overlapped
 17 and stopped two months later or six months
 18 later.
 19 Q. I understand what you're saying,
 20 Mr. Caiazzo. I just don't have any
 21 documentation to point to which says that
 22 there's the income disability policy. Do
 23 you have that documentation that you can
 24 provide me that says that you actually had

Page 20

1 that policy in effect? I would like to see
 2 it so I can talk to you about it.
 3 A. I explained to you the last time, and I will
 4 say it again, that all my documentation and
 5 everything that I had was up in Scuttlebutts
 6 that was removed without having the proper
 7 -- without having that secured. I never got
 8 a call. Everything was thrown out. My
 9 personal -- most of this stuff I had was in
 10 my desk. I filled up my car as best I
 11 could. What I couldn't fill up I had to
 12 leave at the top of the stairs inside all
 13 locked up. So John D'Addario and that
 14 agency -- and I will make this quick. I'm
 15 sorry because I don't -- but very simply,
 16 according to Medallion Insurance, I didn't
 17 have any insurance. That's the problem.
 18 They said I had no insurance, I had no fire,
 19 I had no workman's comp, I didn't have any
 20 awning insurance. You can't ask me for
 21 paperwork that was thrown out.
 22 Q. And that's all you have to say. My question
 23 is: Do you have any documentation? You
 24 just have to tell me it was thrown away.

Page 21

1 A. I told you that last time.
 2 Q. Your answer is you don't have any
 3 documentation with respect to the income
 4 disability policy?
 5 A. That's correct.
 6 Q. And what you're telling me is that you
 7 believe that there may have been some
 8 restructuring of that income disability
 9 policy that would have made it not appear on
 10 this Standard Funding finance agreement. Is
 11 that fair to say?
 12 A. I believe so, yes.
 13 Q. And do you know about when that income
 14 disability policy was being renewed? Do you
 15 have a memory of that?
 16 A. Like I told you, it could overlap for two
 17 months, it can go for two years. According
 18 to my conversation with John D'Addario, he
 19 brought it up and suggested very strongly I
 20 take it out. Best of my recollection, I
 21 paid it, whether it was part of the deposit
 22 back in '98, '99 and then it renewed in 2000
 23 and carried over, I don't know. But it was
 24 there because we talked about it on a

6 (Pages 18 to 21)

Page 22

1 regular basis. That's all I know.
 2 Q. You understand that general liability
 3 coverage does not cover business property,
 4 right? You understand that?
 5 A. No, I don't.
 6 Q. Is it your contention that the liability
 7 policy in effect that was reflected on the
 8 Standard Funding finance agreement would
 9 have covered your business property?
 10 A. No. I don't know because it's all --
 11 there's all subsidiaries to each policy.
 12 Now, one of the papers that I sent you
 13 reflected that I was covered for electronic
 14 equipment, awnings, money in there, the
 15 whole works. And that was clearly listed
 16 over there. But John D'Addario and
 17 everything -- like they said I had no
 18 insurance, I wasn't covered with anything.
 19 Now, you see how complicated it is from my
 20 point of view. They give you a coverage
 21 sheet. And then when you call them, they
 22 tell you that you have no coverage.
 23 Q. Okay.
 24 A. Yet, the sheet is right there in front of

Page 23

1 them.
 2 Q. Let's look at that. Is this the sheet
 3 you're referring to?
 4 A. That's one of them, correct.
 5 Q. I'm just looking at what we previously
 6 marked as Exhibit 2.
 7 A. That's the other sheet I'm telling you
 8 about. It just lists liability but doesn't
 9 show individually. But yet, each individual
 10 sheet that I have shows employees, it shows
 11 income disability, it shows payroll. All
 12 this stuff. So there's a whole list of
 13 things.
 14 Q. Let's go over that. Now --
 15 A. Medical coverage. I mean I had medical
 16 coverage on that too. They just said you
 17 had no insurance. I was entitled to medical
 18 insurance for my disability. That's not --
 19 they said I had no insurance there either.
 20 So how do you go from having -- you pay
 21 \$1,400 a month to getting no insurance. I
 22 have no insurance whatsoever. This is the
 23 complication that we are dealing with here.
 24 Q. This medical coverage you're talking about

Page 24

1 is different from your income disability
 2 policy?
 3 A. Correct. That's when I go to a hospital and
 4 I would go see a doctor, and they said I had
 5 no insurance there.
 6 Q. But --
 7 A. Clearly shows it there, doesn't it?
 8 Q. Well --
 9 A. Yes or no.
 10 Q. Let me ask you, you already testified you
 11 read the policies when they came in;
 12 correct?
 13 A. Not as soon as they come in, no. Because I
 14 had them for so many years, I know what I
 15 have.
 16 Q. But you understand that this medical
 17 payments coverage applies to people that are
 18 on your premises that are injured, right?
 19 A. I understand that.
 20 Q. So this isn't a disability policy. This is
 21 a part of your --
 22 A. That's in addition.
 23 Q. Please don't interrupt. It's just not going
 24 to get us very far very quickly, okay,

Page 25

1 because I'm just going to have to repeat it
 2 again.
 3 A. Okay.
 4 Q. The medical payments coverage under your
 5 liability policy deals with the liability
 6 aspect of somebody getting injured on your
 7 premises; correct?
 8 A. That's part of one of the policies.
 9 Q. And that's the part that you're pointing to?
 10 A. No. It says medical payment coverage.
 11 Q. Do you know what that means?
 12 A. I do know what it means.
 13 Q. What does it mean?
 14 A. It means if someone who is injured on the
 15 premises gets hurt, if they go to the
 16 hospital, if they have to have x-rays and
 17 they have to have medical treatment, that
 18 covers that up to a certain degree.
 19 Q. And is it your understanding that it would
 20 cover anybody injured on the premises?
 21 A. Well, if you look at the other papers, it
 22 says employees and everyone listed on there.
 23 Q. There's a different policy for employees,
 24 right?

7 (Pages 22 to 25)

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1 A. That's exactly what I'm saying to you.
 2 There's about seven different variations of
 3 all of these so it's so confusing. That's
 4 exactly what you said, ma'am.
 5 Q. This is separate from what would cover
 6 employees?
 7 A. Yes -- well, I don't know. I haven't read
 8 this yet. This is one whole page. All I'm
 9 saying to you is exactly what I did five
 10 minutes ago. There's so many different
 11 variations of coverages under liability that
 12 you're asking me specific questions on one,
 13 you know, particular item, and it's not
 14 true. It's all in the package.
 15 Q. Well, what I understand that you're saying
 16 is that -- you're not alleging that you had
 17 coverage for medical payments under your
 18 liability policy but rather you were
 19 entitled to income disability payments;
 20 correct?
 21 A. No. I didn't say that at all. I said I had
 22 an income disability insurance policy for a
 23 good many years with that company in
 24 addition to medical insurance on premise for

Page 27

1 someone that got injured, and my answer was
 2 that according to D'Addario and those
 3 people, I had no insurance at all to cover
 4 anything. That's what I'm upset about.
 5 Q. So D'Addario told you that when you were
 6 injured that you did not have an income
 7 disability policy?
 8 A. That's correct.
 9 Q. When you made a claim for your property
 10 damage, he told you that you did not have
 11 property damage coverage; correct?
 12 A. That's correct.
 13 Q. Okay. Now, I'm looking at Exhibit 14, and
 14 I'm going to ask that you put your documents
 15 away so we can focus on these unless you
 16 have something you want to provide me.
 17 A. I'm all set.
 18 Q. These are yours as well.
 19 A. Okay.
 20 Q. This is what we marked as Exhibit 14. Do
 21 you recognize that as a quote for a policy?
 22 And I will represent to you that the date is
 23 cut off there, but it's from March of 2001.
 24 Do you see that that's a quote for a policy?

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1 A. Yes.
 2 Q. And it has a breakdown of the different
 3 coverages under the general liability
 4 policy. Do you see that?
 5 A. Yes.
 6 Q. Do you see that under this particular quote
 7 there's no breakdown, no listing of coverage
 8 for business property as reflected on this
 9 quote in front of you. Do you see that?
 10 A. Yes. It doesn't say it on this, but that
 11 doesn't surprise me.
 12 Q. Okay. So your answer is no; is that
 13 correct?
 14 A. I don't see it there, no.
 15 Q. Okay. On this Exhibit 16, that's the common
 16 declarations for the Lloyd's policy that was
 17 in effect. Do you see any premium listed
 18 under commercial property coverage?
 19 A. No, I don't. But like I told you before,
 20 this is a balance of \$4,000 or \$4,500 that I
 21 deposited, I put down on it. So my question
 22 to you is: Where is the \$4,500 on my down
 23 payment going to? It's going to some sort
 24 of coverage. See what I'm saying? That's

Page 29

1 obvious.
 2 Q. But just focusing on my question --
 3 A. I just answered that. No, I don't.
 4 Q. On Exhibit 16 there's no premium?
 5 A. I don't see it on that, no.
 6 Q. There's the premium listed on the cover
 7 sheet for the general liability; is that
 8 right?
 9 A. That's correct.
 10 Q. Okay.
 11 A. That's one of the sheets that we have.
 12 There's numerous ones.
 13 Q. When you were here before with Mr. Chapman,
 14 you went over how in January of 2001 you
 15 were initially quoted a policy, and you had
 16 some discussion with D'Addario about
 17 restructuring that so it would be a little
 18 bit more affordable. Do you recall
 19 discussing that?
 20 A. Exactly.
 21 Q. And you understand that when you change a
 22 policy to reduce the premium that you
 23 sacrifice coverage in some respect. You
 24 understand that, right?

8 (Pages 26 to 29)

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1 A. The only time in 10 or 15 years that I had
 2 coverage with this company, with this
 3 agency, the only time we knocked down
 4 coverage was regarding liquor liability
 5 because it went from \$25,000 a year down to
 6 \$10,000 depending on whether it was -- but
 7 that's the only discussion we had regarding
 8 a drop or a reduction of coverage in all
 9 those years.

10 Q. So when you had the quote in January of 2001
 11 and you had a discussion regarding making
 12 the premium a little bit more affordable,
 13 you specifically reduced the coverage under
 14 liquor liability? Is that what you're
 15 saying?

16 A. I don't remember reducing a liquor
 17 liability.

18 Q. Well, the premium was reduced, right?

19 A. It was reduced, but it could have been for a
 20 lot of other reasons. I mean that gets
 21 reduced -- like I said, if someone gets
 22 killed leaving your restaurant, they can pay
 23 them 10 million or they can pay them 1
 24 million. That's a reduction which reflects

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1 possibly the difference between \$25,000 and
 2 \$5,000 a year.

3 Q. Okay.

4 A. So I believe that was part of it, yes.

5 Q. But in a general sense, Mr. Caiazzo, you
 6 understand that in order to reduce premium,
 7 you have to reduce coverage in some area?

8 A. Exactly.

9 Q. And you understood when you went back to
 10 D'Addario in January of 2001 to get a better
 11 premium that coverage in some aspect of your
 12 insurance was going to be reduced; correct?

13 A. Right.

14 Q. I want to be complete here. This is
 15 pointing out the obvious, Mr. Caiazzo, but
 16 on Exhibit 16 we discussed how there's no
 17 property coverage listed under this general
 18 liability policy with Lloyd's. There's also
 19 no premium listed down here for income
 20 disability; correct?

21 A. On this sheet, I do not see it. But there's
 22 25 other sheets that subcategorize
 23 everything including the one that you saw.
 24 It's hard for me to give you an answer to

Page 32

1 note something that's obvious right here,
 2 but the follow-up pages clearly show
 3 products and everything and liability and
 4 personal liability, personal items.

5 Q. Let's focus on this.

6 A. You keep showing me this. I'm saying I
 7 don't see this here. I'm trying to -- I'm
 8 trying to give you the answers here, but I
 9 can't lie.

10 Q. Hold on. There's a way that this works,
 11 Mr. Caiazzo.

12 A. Okay.

13 Q. And unfortunately, you have to play by the
 14 rules.

15 A. I understand the rules. I have been through
 16 this before.

17 Q. Hold on one second. One of the rules is as
 18 out of respect for me and for the court
 19 reporter, you have to not interrupt. And
 20 out of caution to you, it's probably best
 21 for the question to be fully on the table
 22 before you provide an answer. Now,
 23 unfortunately, you have to answer the
 24 questions I ask. When --

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1 A. Gladly.

2 Q. When Mr. Carnahan has the opportunity to ask
 3 you questions, you will be able to provide
 4 all the information you would like to with
 5 respect to the other documentation for your
 6 policies.

7 A. Okay.

8 Q. But for now it's my turn.

9 A. That's fine. I just want the jury there.
 10 Is that what you're saying? When he
 11 cross-examines, I can give the answers to
 12 these -- I'm giving an answer to something
 13 that states specifically on one sheet of
 14 paper and there's a policy another 25 pages
 15 that subcategorizes everything under the
 16 main one, and that's why I can't answer
 17 this. And I apologize if that's the way I'm
 18 coming across, but I can't answer something
 19 that I do not believe and I know not to be
 20 true. You keep showing this to me.

21 Q. Let's just focus on increment steps here.
 22 You understand that a declaration page lists
 23 various components of policies; correct?

24 A. Yes.

9 (Pages 30 to 33)

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1 Q. You understand that this is a declaration
 2 page in front of you?
 3 A. Yes.
 4 Q. According to this declaration page for this
 5 particular policy, the Lloyd's of London
 6 policy that has the inception date of
 7 March 22, 2001, the only coverage listed
 8 here with the premium is the general
 9 liability coverage? Is that fair to say?
 10 A. Yes.
 11 Q. Okay.
 12 MR. CARNAHAN: I would like to point
 13 out for the record that that particular
 14 exhibit has several copies, and you're just
 15 referring to the first page of the exhibit.
 16 THE WITNESS: That's what I keep
 17 saying. She keeps putting this in front of
 18 me all the time.
 19 Q. I think I was specific in stating I was just
 20 referring to the declarations. So as I flip
 21 to the second page of the policy, it states
 22 that there is limits of insurance for a few
 23 different categories here including the
 24 general aggregate limit, products, personal

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1 and advertising injury, each occurrence
 2 limit, fire damage limit and medical
 3 expenses limited. Have I read that
 4 correctly?
 5 A. Yes.
 6 Q. And those are the different categories that
 7 is included in the coverage and the various
 8 coverage amounts for those categories; is
 9 that right?
 10 A. Right. So each occurrence --
 11 Q. You don't have to explain it. I understand
 12 very well.
 13 A. Okay.
 14 Q. And then the next part of this document is
 15 the specific policy language, and you're
 16 familiar with that because you have read
 17 these policies before, right?
 18 A. Correct.
 19 Q. Okay. And that's what is included in
 20 Exhibit 16, correct, the actual policy plus
 21 the two pages I just read to you? Is that
 22 fair to say?
 23 A. No.
 24 Q. Okay.

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1 A. Do you have everything -- all these pages
 2 coincide with this particular Lloyd's of
 3 London?
 4 Q. All I'm asking you --
 5 A. There's about a hundred pages of all my
 6 policies and the declarations and
 7 everything.
 8 Q. I just want to note for the record that I
 9 have gone over with you everything that's
 10 included in Exhibit 16. Is that fair to
 11 say?
 12 A. No.
 13 Q. Just in what we marked as the exhibit.
 14 A. All these --
 15 MS. FLORIO: Do you want to go off
 16 the record?
 17 MR. CARNAHAN: Yes.
 18 (Off the Record.)
 19 Q. Although you contend there are other
 20 documents that support your insurance
 21 coverage, what I'm asking you is if I have
 22 fully gone over what I have put in front of
 23 you as Exhibit 16; correct?
 24 A. Correct.

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1 (Exhibit No. 20, Cover Letter, so
 2 marked.)
 3 (Exhibit No. 21, Cover Letter, so
 4 marked.)
 5 (Exhibit No. 22, Cover Letter, so
 6 marked.)
 7 Q. Okay. Just looking at what we marked as
 8 Exhibits 20, 21 and 22, these are three
 9 cover letters from Jean D'Addario. Do you
 10 have those in front of you now for the
 11 record?
 12 A. Yes, I do.
 13 Q. And these are cover letters for insurance
 14 policies that were sent to you by Medallion;
 15 is that right?
 16 A. Yes.
 17 Q. And there are three separate cover letters
 18 marked Exhibit 20, 21 and 22; correct?
 19 A. Yes.
 20 Q. Exhibit 20 refers to forwarding you a copy
 21 of the general liability policy, Policy No.
 22 LGL02160 effective 3/22/01. Do you have
 23 that in front of you?
 24 A. Yes.

10 (Pages 34 to 37)

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1 Q. This was included in your document
 2 production, and you have seen that before?
 3 A. Correct.
 4 Q. It just was the cover letter that was
 5 included when they sent you that general
 6 liability policy, right?
 7 A. This letter -- no. I mean this is one of
 8 them. But they --
 9 Q. Just for that particular policy?
 10 A. For that one right there.
 11 Q. Then 22 is a cover letter dated May 8, 2001.
 12 Exhibit 20 refers to the general liability
 13 policy, Policy No. GHL01342; is that right?
 14 A. Yes.
 15 Q. And that's effective 3/22/2001?
 16 A. Yes.
 17 Q. That's for the liquor liability policy;
 18 correct?
 19 A. Yes.
 20 Q. And the third one Exhibit 22 dated
 21 May 3, 2001 refers to the worker's
 22 compensation policy; is that right?
 23 A. Yes.
 24 Q. With the effective date of 3/23/2001?

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1 A. Yes.
 2 Q. And these were the cover letters that were
 3 included when these policies were forwarded
 4 to you; is that right?
 5 A. No.
 6 Q. That's not fair to say?
 7 A. No.
 8 Q. You have never seen these before?
 9 A. Oh, yes. I have seen this, but it doesn't
 10 say Medallion on it, and it's not signed by
 11 her.
 12 Q. I'm going to represent to you that these
 13 were their file copies. You also produced
 14 your copies as well. I can pull them out
 15 for you if you would like. For example, do
 16 you see as part of your initial disclosure
 17 documents, Exhibit 2, there's also another
 18 copy of the same letter that was forwarded
 19 to you? Do you see that?
 20 A. Why doesn't it say Medallion on it, and why
 21 didn't she sign it?
 22 Q. Well --
 23 A. I have to sign mine. I have to sign the
 24 acceptance of this. Is there something in

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1 there that shows my signature on it?
 2 Q. All I'm asking you is -- and this was
 3 something that you produced, so this is
 4 something that you had in your possession.
 5 A. Right. But this is one of the -- this isn't
 6 necessarily the one that was sent to me and
 7 sent back. She sent things all the time.
 8 Q. I understand. I'm just asking you if this
 9 is the cover letter that was enclosing a
 10 copy of the actual policy which is what it
 11 says, and you have seen this before;
 12 correct?
 13 A. Yes, I have.
 14 Q. Because these were included in your document
 15 production?
 16 A. Correct.
 17 Q. So these letters -- and I may have marked
 18 the file copies, but you have those in your
 19 possession because they sent you these
 20 policies; correct?
 21 A. She sent me those letters reflecting the
 22 possibility of the policies. Now, if it
 23 isn't signed by her, that means that that
 24 was just a representation as to what we

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1 could possibly do. It was changed. I don't
 2 see the Medallion signature on it.
 3 Q. But this doesn't -- this isn't part of the
 4 process of getting the policy. It's
 5 actually sending you the policy if you read
 6 it --
 7 A. No. You said to me that's -- that's them
 8 sending me -- that's confirming that these
 9 policies were in effect.
 10 Q. Right. But it's sending you -- it's
 11 enclosing a copy of the --
 12 A. It says this is the confirmation of it, but
 13 this isn't what the original -- this is the
 14 final file that she sent me, but it's not
 15 signed. This is the one she just
 16 recommended? Is that what you're saying?
 17 Q. I'm saying that according to the letters --
 18 A. I know what the letter says. I'm
 19 interpreting it right. But she sent these
 20 letters a good many times without us
 21 necessarily signing off on it. Do you see
 22 what I'm saying?
 23 Q. But the policies were in effect on
 24 March of 2001?

11 (Pages 38 to 41)

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1 A. Right.
 2 Q. And then they sent the letter saying
 3 enclosing the copy of that policy that was
 4 effective in May; correct?
 5 A. Exactly, yes.
 6 (Exhibit No. 23, Cover Letter, so
 7 marked.)
 8 Q. I want to talk to you about the property
 9 that was lost after Scuttlebutts closed.
 10 Can you tell me again approximately when the
 11 sheriffs came and shut down the business?
 12 A. It was right after the judge, the bankruptcy
 13 judge, changed from 11 to a 7; therefore, we
 14 had to evacuate the premises.
 15 Q. Do you have an approximate date?
 16 A. It was sometime in August 2001.
 17 Q. Okay. And do you know how long after the
 18 judge's ruling the sheriffs came? Was it
 19 the next day or a couple of weeks?
 20 A. No. The ruling came down that day.
 21 Q. They came out the same day and shut it down?
 22 A. That's what they did.
 23 Q. So the judge changed it from an 11 to a 7,
 24 and the sheriffs were there that day and

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1 said we have to shut it down?
 2 A. Right.
 3 Q. That was sometime in August of 2001?
 4 A. Right.
 5 Q. Okay. And we have previously marked as
 6 Exhibit 3 the appraisal from Phil Castinetti
 7 which is appraising some of the memorabilia
 8 items that were lost?
 9 A. Right.
 10 Q. And then on the day of your deposition, your
 11 attorney sent a supplemental list of
 12 additional items --
 13 A. Yes.
 14 Q. -- that we just marked as Exhibit 23?
 15 A. Okay.
 16 Q. Now, does this Exhibit 23 and Exhibit 3
 17 encompass all of the property damage that
 18 you claim with respect to the --
 19 A. The property that was thrown out you mean?
 20 Q. Well, as a part of this lawsuit, you brought
 21 a claim for the fact that you didn't receive
 22 insurance for the loss of this property;
 23 correct?
 24 A. No. The lawsuit stated that whether it's

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1 commercial or whether it's residential, if
 2 someone is forced to come in through the
 3 sheriffs and lock the door, they have an
 4 obligation by law to make a list of all the
 5 personal property and everything is listed
 6 there and send me and make every attempt --
 7 you have to put it in storage, and they have
 8 to send me a certified letter and give me
 9 60, 90 days --
 10 Q. I understand, Mr. Caiazzo. But that doesn't
 11 have to do with the insurance claim.
 12 A. Why wouldn't it?
 13 Q. What I'm asking you is you made a claim
 14 against the agency to be reimbursed for the
 15 loss of this property; is that right?
 16 A. Right. But you didn't properly address --
 17 these things -- these items were thrown out
 18 according to them.
 19 Q. I understand. And I'm not concerned about
 20 the circumstances to how it was lost. All
 21 I'm concerned about is the actual property.
 22 A. Well --
 23 Q. My question to you is: Do we have in front
 24 of us the full extent of the property that

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1 you claim was lost on the day that the
 2 sheriff came and shut down the business?
 3 A. It wasn't lost on the day the sheriff came.
 4 Q. Why don't I rephrase the question.
 5 A. Okay.
 6 Q. Do these two lists encompass all of the
 7 property, the business property loss, that
 8 you're claiming in this lawsuit?
 9 A. These items were left behind not when the
 10 sheriffs were there.
 11 MS. FLORIO: Can we go off the record
 12 for a second?
 13 (Off the Record.)
 14 Q. I understand after talking with you and your
 15 attorney off the record that in addition to
 16 the list of the appraisal list from Phil
 17 Castinetti marked as Exhibit 3 and the
 18 supplemental list that was sent by your
 19 attorney on May 6, 2005 marked as
 20 Exhibit 23, that there are additional items
 21 that you're claiming were lost; is that
 22 correct?
 23 A. Yes.
 24 Q. Okay. So if you can tell me first and

12 (Pages 42 to 45)

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1 foremost what isn't included on these lists
2 so then I can have a full understanding. In
3 addition to Exhibit 3 and 23, what else was
4 lost?

5 MS. FLORIO: Off the record.

6 (Off the Record.)

7 (Exhibit No. 24, Document, so
8 marked.)

9 (Exhibit No. 25, Full Supplemental
10 Production, so marked.)

11 (Exhibit No. 25A, Typewritten Exhibit
12 A, so marked.)

13 (Exhibit No. 25B, Handwritten List,
14 so marked.)

15 MS. FLORIO: We have the full
16 supplemental production from you dated
17 May 24, 2005 as Exhibit 25. And 25A is
18 marked Exhibit A, and it's the typewritten
19 Exhibit A from the bankruptcy proceeding.
20 And then 25B is another handwritten list
21 which I believe is also faxed, but I just
22 wanted to mark it to be sure.

23 Q. Okay. We have now marked the typewritten
24 list from the bankruptcy proceeding as 25A

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1 which includes some additional items; is
2 that right?

3 A. Yes.

4 Q. And then 25B is a handwritten list, and this
5 is actually the same list as we previously
6 marked as Exhibit 23, right?

7 A. Yes.

8 Q. And then we have Exhibit 24 which is the
9 supplemental list that you prepared with the
10 items that are circled being the new items
11 on the list; is that right?

12 A. Correct.

13 Q. So with these exhibits; Exhibit 3, 23, 24
14 and 25A and B, do I have in front of me the
15 items that you presently claim were lost?

16 A. Yes.

17 Q. And this encompasses your property damage
18 claim?

19 A. Yes.

20 Q. Looking at Exhibit 3, this is an appraisal
21 sheet made out by Phil Castinetti of Sports
22 World; is that right?

23 A. Yes.

24 Q. He's in the business of sports memorabilia;

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1 is that right?

2 A. Yes.

3 Q. Do you know when this list was prepared?
4 It's not dated.

5 A. No. I think it was in 2002. Somewhere in
6 that vicinity. I know it's been a couple --
7 two, two and a half years since he's done
8 it.

9 Q. That was sometime after the loss?

10 A. Right.

11 Q. So he didn't have these items in front of
12 him when he was completing this appraisal;
13 correct?

14 A. No.

15 Q. Okay. And --

16 A. They were gone.

17 Q. I understand. I'm just trying to get it on
18 the record. And I believe you previously
19 testified that Mr. Castinetti was aware of
20 the condition of all of these items because
21 he was a customer at your bar; is that
22 right?

23 A. Some items were purchased at his place by
24 various people as gifts to me. He also

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1 spent a good 10 to 12 years at three of my
2 bars, and each time he took these things and
3 placed them in the new bar so he's well
4 aware of the condition. And he is well
5 aware of all the bars and what was on the
6 wall and all the items.

7 Q. So it's my understanding that it's your
8 testimony that he created this appraisal
9 based on his memory of the condition of the
10 items when they were sold to you in addition
11 to his memory of the condition of the items
12 based on his --

13 A. Expertise.

14 Q. Well, and his exposure to them when he came
15 to the bar; is that right?

16 A. Correct.

17 Q. Now, the first item listed, what is that?

18 A. Lyndon Byers game used road jersey.

19 Q. And when did you obtain that?

20 A. Probably sometime in -- it was at the middle
21 bar, and it was at Cai's.

22 Q. Okay.

23 A. So it was probably between 1989, 1990 to
24 2001.

13 (Pages 46 to 49)

Page 50

1 Q. And how did you get that?
 2 A. Mr. Byers gave it to me.
 3 Q. Was it signed?
 4 A. Yes, it was.
 5 Q. How did you keep it?
 6 A. I had all the items in glass or hanging
 7 behind the bar on the wall.
 8 Q. So all of the items listed here whether they
 9 are jerseys or photos I guess except for
 10 things like hockey sticks would have been
 11 kept in glass? Is that your testimony?
 12 A. Most of them were in glass, all the
 13 pictures. And the other ones were screwed
 14 in the wall.
 15 Q. What about the jerseys?
 16 A. There was a couple of them in glass, couple
 17 of them were framed, and they were drilled
 18 into the wall.
 19 Q. So it was a combination of drilled into the
 20 wall and framed?
 21 A. Yes. They were just secured.
 22 Q. And what about this Byers jersey? Do you
 23 remember how that was kept?
 24 A. I think it was behind the bar, and I think

Page 51

1 it was screwed into the wall.
 2 Q. Did you ever have any of these items
 3 appraised prior to the loss?
 4 A. No.
 5 Q. And do you have any receipts for any of
 6 these items?
 7 A. Why would I have a receipt for a gift?
 8 Q. Are they all gifts?
 9 A. No.
 10 Q. I asked if you had receipts for any of the
 11 items.
 12 A. You asked me if I had a receipt for Lyndon
 13 Byers game jersey, and I said no.
 14 Q. Well, hopefully you can listen to my
 15 questions a little better unless I have a
 16 bad memory, but I believe I asked you if you
 17 have receipts for any.
 18 A. I thought you said Byers game jersey.
 19 Q. That's besides the point. Do you have
 20 receipts for any of these items?
 21 A. I may have a few of them. I think I
 22 produced them -- I gave you copies of some
 23 of the items that I purchased. Most of
 24 these were gifts. The other copies that I

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1 have for like armoires and things like that,
 2 yes, I have copies of the receipts.
 3 Q. What I'm referring to is these things in
 4 Exhibit 3 that were appraised by Castinetti.
 5 Do you have receipts for any of the items in
 6 Exhibit 3, or were they all gifts?
 7 A. Well, you're going to have to give me a
 8 second to look down.
 9 Q. Okay.
 10 A. Thank you. In this particular exhibit, all
 11 of them were gifts from various players and
 12 people except for the fiberglass shark which
 13 I purchased after a fishing trip down to
 14 Florida.
 15 Q. So all of the sports memorabilia items
 16 included in Exhibit 3 were gifts; correct?
 17 A. Exactly.
 18 Q. So you don't have any receipts for those
 19 items?
 20 A. Not as gifts.
 21 Q. Okay. I understand. And what was the
 22 condition of the Byers game jersey?
 23 A. Everything that was given to me was in
 24 excellent condition.

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1 Q. Okay. So it's your testimony that all of
 2 the sports memorabilia items included in
 3 Exhibit 3 were in excellent condition?
 4 A. They were handed to me in excellent
 5 condition, and I secured them and kept them
 6 that way.
 7 Q. Is your answer yes?
 8 A. Yes.
 9 Q. Of the Craig Janny game jersey, do you see
 10 that, the second item?
 11 A. Yes, I do.
 12 Q. That's appraised at \$1,500?
 13 A. Correct.
 14 Q. When did you get that?
 15 A. About the same time that Lyndon Byers gave
 16 me his.
 17 Q. And how did you secure that one?
 18 A. That was screwed into the wall also.
 19 Q. Also in excellent condition?
 20 A. Yes, it was.
 21 Q. Was that one signed?
 22 A. I don't know if it was or not. That was
 23 given to me by one of the Bruins. That
 24 wasn't given to me by Craig Janny. That was

14 (Pages 50 to 53)

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1 given to me by the equipment manager of the
 2 Bruins that gave me an awful lot of these.
 3 That was given to me, but I can't remember
 4 if it was signed or not.
 5 Q. The third item, the Lyndon Byers team signed
 6 sharks jersey?
 7 A. Yes.
 8 Q. And that was appraised at \$2,000?
 9 A. Yes. That was from -- the whole team signed
 10 that.
 11 Q. The next item was the Drew Bledsoe signed
 12 Patriots jersey for \$250; is that right?
 13 A. Yes.
 14 Q. And how did you get that one?
 15 A. I think Lyndon Byers gave me that also.
 16 Yes, he did.
 17 Q. How did you secure that one?
 18 A. Bledsoe's jersey, that was smaller believe
 19 it or not. That was secured -- I can't
 20 remember if it was under glass, but it was
 21 secured on the wall.
 22 Q. Okay. And that was in excellent condition?
 23 A. It was -- yes. That was brand new.
 24 Q. And the next thing is the Nolan Ryan limited

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1 edition signed print?
 2 A. Yes.
 3 Q. And that was appraised at \$500?
 4 A. Yes.
 5 Q. And how did you get that?
 6 A. I bought that one. Someone came into the
 7 bar and asked me if I wanted to buy it, and
 8 I said sure.
 9 Q. What did you buy it for?
 10 A. I don't know. I think it was \$100 maybe.
 11 Q. I understand you don't have a receipt for
 12 that?
 13 A. No. I don't think I wrote them a check. I
 14 gave them cash. It came off the street, and
 15 periodically they come in.
 16 Q. How was that print secured?
 17 A. That was in glass.
 18 Q. Was that framed on the wall?
 19 A. Yes.
 20 Q. What kind of frame was that in?
 21 A. It was a matted frame glass enclosed with
 22 three different pictures of Nolan Ryan when
 23 he was with the Astros, the Mets and one
 24 other team and had a seal and his victories

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1 and the whole thing.
 2 Q. The next item is the Ray Bourque signed
 3 8 by 10 photo?
 4 A. Right.
 5 Q. It was appraised for \$100?
 6 A. Yes.
 7 Q. And how did you get that?
 8 A. Ray gave it to me.
 9 Q. And how was that secured?
 10 A. That was in glass.
 11 Q. Was that hanging on the wall?
 12 A. Bolted into the wall, yes.
 13 Q. In a frame?
 14 A. In a frame. These are all the photographs
 15 here -- the 8 by 10 were all screwed in and
 16 all in glass framed on the wall.
 17 Q. And the next one is the Cam Neely signed
 18 8 by 10 photo?
 19 A. Yes.
 20 Q. For \$75?
 21 A. Yes.
 22 Q. I guess that probably recently would have
 23 gone up, right?
 24 A. I'll be speaking to him tonight, but I'm

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1 sure it is. That's why I was happy to have
 2 a couple of more years under our belt in
 3 this.
 4 Q. And how did you get that?
 5 A. Cam also gave it to me.
 6 Q. And how did you have that one secured?
 7 A. In glass screwed into the wall.
 8 Q. And that was in a frame as well?
 9 A. All of them were, yes.
 10 Q. What kind of frame was that one in?
 11 A. Wooden frame with a glass, regular 8 by 10
 12 picture frame.
 13 Q. And the next one, was that Gerry Cheevers?
 14 A. Yes.
 15 Q. Signed 8 by 10 photo?
 16 A. Same.
 17 Q. And that's for \$50?
 18 A. Yes.
 19 Q. And that was secured the same way in a frame
 20 on the wall?
 21 A. Yes.
 22 Q. And then how did you get that?
 23 A. Gerry Cheevers gave it to me.
 24 Q. When did you obtain that one?

15 (Pages 54 to 57)

Page 58

1 A. He didn't come to the first bar, but he came
2 to Cai's.
3 Q. Okay.
4 A. So that was between 1990 and 1995.
5 Q. What about the Cam Neely one, when did you
6 get that?
7 A. Probably the same time.
8 Q. At Cai's?
9 A. Yes.
10 Q. I believe I asked you for the Ray Bourque
11 photo when you got that?
12 A. I don't know if that was the first bar or
13 not, but there was some of them that had
14 been given to me in the first bar and -- I
15 don't know exactly.
16 Q. You don't remember?
17 A. No.
18 Q. Nolan Ryan, do you know when you got that?
19 A. I got that up at Scuttlebutts.
20 Q. You said that Drew Bledsoe you got right
21 before he was traded?
22 A. Yes.
23 Q. What year was that? Was it 2001, 2000?
24 A. I got it probably -- no. In 1999 maybe.

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1 Q. Is that your best estimate 1999?
2 A. Yes. Somewhere around there.
3 Q. Okay. And then you have a signed 8 by 10
4 photo of Lyndon Byers?
5 A. Yes.
6 Q. Did Lyndon give that one to you?
7 A. Yes.
8 Q. When did he give that one to you?
9 A. He gave me a bunch of them. I don't know
10 which one this was, but it could be any
11 time -- it could be anywhere from 1987 to
12 2001. I mean they were -- Lyndon and a
13 couple of these players had two or three
14 different, you know, two different pictures.
15 Some of them were steel ones, some were game
16 ones that they gave. And they just kept
17 putting them up so I don't know exactly
18 which ones.
19 Q. Is it fair to say you don't know exactly
20 when you got that photograph, but it was
21 sometime during your business?
22 A. Yes.
23 Q. And that's appraised at \$25?
24 A. Yes.

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1 Q. And was that secured in the 8 by 10 wood
2 frame as well?
3 A. Yes.
4 Q. And then you have a Ken Hodge signed 8 by 10
5 photo?
6 A. Yes.
7 Q. Appraised for \$25?
8 A. Yes.
9 Q. Also in excellent condition?
10 A. Yes.
11 Q. Secured in a 8 by 10 wood frame?
12 A. Yes.
13 Q. And then how did you obtain that?
14 A. Ken Hodge gave it to me.
15 Q. Do you have a memory as to when that was?
16 A. A lot of them were in the second bar. So
17 like I said, probably '87, '88, '89, '90 or
18 somewhere around there.
19 Q. Okay. And the next one, which one is that?
20 A. Andy Moog.
21 Q. Signed 8 by 10 photo?
22 A. Yes.
23 Q. Appraised for \$40?
24 A. Yes.

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1 Q. And how did you get that?
2 A. Andy gave it to me. He was my neighbor up
3 in Lynnfield.
4 Q. Do you have a memory as to when he gave that
5 to you?
6 A. Same time probably.
7 Q. During Cai's?
8 A. Yes.
9 Q. And was that secured the same way in a wood
10 frame?
11 A. Yes.
12 Q. On the wall?
13 A. Yes.
14 Q. Do you have that hanging on the wall?
15 A. Yes.
16 Q. What was the next one?
17 A. Gary Doak.
18 Q. That was a signed 8 by 10 photo appraised
19 for \$25?
20 A. Yes.
21 Q. How did you get it?
22 A. Gary Doak gave it to me.
23 Q. Do you remember when?
24 A. No, I don't.

16 (Pages 58 to 61)

Page 62

1 Q. And also in excellent condition?
 2 A. Yes.
 3 Q. Secured in a glass frame?
 4 A. Yes.
 5 Q. Hanging on the wall?
 6 A. Yes.
 7 Q. And then you had an 8 by 10 Bobby Orr signed
 8 photo?
 9 A. Yes.
 10 Q. And appraised for \$150?
 11 A. Yes.
 12 Q. How did you get that?
 13 A. That was given to me I think by one of the
 14 players.
 15 Q. Do you know when?
 16 A. No. Because I had two pictures of Bobby
 17 Orr. I don't know which one.
 18 Q. How was that one secured?
 19 A. They were all secured on the wall in glass
 20 frames, glass and wood frames.
 21 Q. And was that in excellent condition as well?
 22 A. Yes, it was.
 23 Q. Then you have one box of lesser name players
 24 at \$15 each for a total of \$675?

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1 A. Yes.
 2 Q. Now, how did you and Mr. Castinetti come up
 3 with that figure of \$15 each for these
 4 players?
 5 A. Well, he looked at the pictures on the wall,
 6 and most of them were rookies that only
 7 played maybe one year with them. And they
 8 weren't as well known, but they were still
 9 on the wall. So he put down lesser name
 10 players and then just said, you know, they
 11 are not the Cam Neely, Lyndon Byers, Gerry
 12 Cheevers and so on and so forth. These are
 13 players over the three bars that came in
 14 that didn't necessarily spend a whole lot of
 15 time with the Bruins, but they signed a
 16 picture and put it on the wall.
 17 Q. What's the next one listed here?
 18 A. Robert Urich.
 19 Q. Another signed 8 by 10 photo?
 20 A. Correct.
 21 Q. Also secured in a frame on the wall?
 22 A. Yes.
 23 Q. Excellent condition?
 24 A. Yes.

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1 Q. How did you get that?
 2 A. Mr. Urich gave to me.
 3 Q. That appraised for how much?
 4 A. It says here \$100.
 5 Q. Do you know when approximately he gave that
 6 to you?
 7 A. I believe that was the first bar between '83
 8 and '87, '88.
 9 Q. Okay.
 10 A. Somewhere around there.
 11 Q. Okay. Still in excellent condition?
 12 A. Absolutely.
 13 Q. The next one Denis Leary 8 by 10 photo?
 14 A. Yes.
 15 Q. It's signed by him?
 16 A. Yes.
 17 Q. And how did you get that?
 18 A. Denis gave it to me.
 19 Q. And that's appraised for \$75?
 20 A. Yes.
 21 Q. And when did you get that?
 22 A. When he was filming the movie I think in
 23 1994 or 1995 whenever he shot the movie in
 24 Malden.

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1 Q. Was that secured in a frame on the wall?
 2 A. Yes, it was.
 3 Q. And what about the Sly Stallone photo?
 4 A. Yes.
 5 Q. When did you get that?
 6 A. I got that in the late '80s.
 7 Q. And signed by him?
 8 A. Yes.
 9 Q. For \$200?
 10 A. Yes.
 11 Q. How did you get it?
 12 A. A friend of mine was in the movie with him
 13 "Over the Top", that arm wrestling movie,
 14 and he had a picture with Stallone so he
 15 sent it to me.
 16 Q. And did you have that also in a wood frame
 17 on the wall?
 18 A. Yes, I did.
 19 Q. And then you have a large Bruins photo that
 20 had Neely, Byers, et cetera?
 21 A. Yes.
 22 Q. And that was appraised for \$200?
 23 A. Yes.
 24 Q. What is that?

17 (Pages 62 to 65)

Page 66

1 A. That was a picture of Mr. Neely, Mr. Byers,
 2 couple of other players, and it was just
 3 blown up. It was probably maybe 3 by 2.
 4 Something like that.
 5 Q. Was it them playing?
 6 A. No.
 7 Q. Just personal pictures?
 8 A. Right.
 9 Q. I guess I wouldn't ask that question if I
 10 knew the years that they played or whether
 11 they played together.
 12 A. Right.
 13 Q. So this was just a personal photo that you
 14 had of them blown up?
 15 A. Correct. At one of the breakup parties,
 16 correct.
 17 Q. And so was this a picture of them at your
 18 bar, one of the bars?
 19 A. Yes.
 20 Q. And who took the photo?
 21 A. I can't remember.
 22 Q. And --
 23 A. That day there, there was probably 50
 24 cameras in the place and about 300 people so

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1 everybody running around.
 2 Q. When was it?
 3 A. It ran for seven consecutive years.
 4 Q. And you're not sure which one this --
 5 A. No.
 6 Q. And did you have that -- you said the 3 by 2
 7 you said --
 8 A. Yes.
 9 Q. 3 feet by 2 feet?
 10 A. Yes. It was pretty big.
 11 Q. You had that framed or more like a poster?
 12 A. No. It was a picture, and it was framed in
 13 glass.
 14 Q. And the next one you had a 4 by 7 Bruins
 15 team photo?
 16 A. Yes.
 17 Q. And is that for \$1,000?
 18 A. Yes.
 19 Q. Which team was it? Do you know what year?
 20 A. It was the 1987 team I believe or '88.
 21 Q. How did you get it?
 22 A. Well, the whole team gave it to me. We used
 23 to do security. We did security for them
 24 for the Wives' Carnival at the Boston Garden

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1 every year, and so they brought it over.
 2 And they, one at a time, the entire team
 3 walked behind the bar and signed it.
 4 Q. So that was also signed even though it
 5 doesn't say that?
 6 A. The entire team signed that including the
 7 coaches.
 8 Q. I'm just clarifying because it doesn't say
 9 that.
 10 A. Right.
 11 Q. So it was actually signed, and that's
 12 probably why it is appraised for \$1,000?
 13 A. Well, I'm a little upset over that. I think
 14 if you talked to Mr. Castinetti right now,
 15 it's worth a lot more than that.
 16 Q. Okay.
 17 A. But he seen it.
 18 Q. Just going by what this says, right?
 19 A. There's a picture I produced that shows all
 20 the different signatures.
 21 Q. We'll get to that.
 22 A. Okay.
 23 Q. Then you have a Ray Bourque game used stick
 24 for \$350?

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1 A. Yes.
 2 Q. And did Ray give that to you?
 3 A. Ray gave me one, and the equipment manager
 4 gave me another one. I had a lot of sticks.
 5 It was probably about 30 of them throughout
 6 the bar so there could have been.
 7 Q. How did you secure that one?
 8 A. With screws on the wall.
 9 Q. It's not in anything, right? It's just
 10 screwed in?
 11 A. No. They just bolted screwed right in. We
 12 had the carpenters do all the sticks in
 13 various forms.
 14 Q. Okay. And did you have a particular person
 15 you used to secure these things?
 16 A. Whoever happened to be the contractor at
 17 hand. Gary Goodcheck (Phonetic) was one.
 18 It was a bunch of people. But it was done,
 19 you know, to secure them. They just weren't
 20 stuck on the wall there.
 21 Q. What's the next thing?
 22 A. Assorted game used sticks by Neely, Hodge.
 23 Like I said, there would be 20, 30, maybe
 24 more sticks throughout the entire bar.

18 (Pages 66 to 69)

Page 70

1 Q. Do you know how many sticks this \$1,000
2 appraisal is including?
3 A. I just said it was somewhere between 25, 30.
4 There were a lot of sticks.
5 Q. They were all in excellent condition?
6 A. They were used now. They weren't falling
7 apart if that's what you mean, but they were
8 -- there's scrapes and little chips coming
9 out of them.
10 Q. Because they are hockey sticks, right?
11 A. Yes.
12 Q. And then you have Cam Neely game used hockey
13 gloves?
14 A. Right.
15 Q. At \$1,500?
16 A. Correct.
17 Q. And did Cam give those to you?
18 A. Yes, he did.
19 Q. And when did he give those to you?
20 A. We decorated the second bar with them, and
21 so it was probably in '89, '90, '91 or
22 somewhere around there.
23 Q. Okay. Excellent condition?
24 A. They were used, but they weren't falling

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1 apart.
2 Q. Okay. Did you know how used they were,
3 meaning one game, ten games, two years?
4 A. Really doesn't make a difference when Cam
5 Neely is using them. His used gloves, they
6 could go for a heck of a lot more than that
7 but you know what I mean. It's used because
8 he used them in a game. As far as falling
9 apart, they weren't in that type of
10 condition. They were from game used
11 condition.
12 Q. The last thing is the 8-foot fiberglass
13 shark that you had mounted on the wall?
14 A. Yes.
15 Q. And that was appraised at \$1,500?
16 A. That's what I paid for it.
17 Q. Okay. So Mr. Castinetti really doesn't have
18 any specialized expertise in appraising
19 fiberglass sharks, does he?
20 A. I don't know whether he does or not, but he
21 goes around the country and does all these
22 various, you know, shows, so I'm sure he's
23 aware of something like that. I mean
24 whether he does or not, that's what I paid

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1 for it. So whatever it's worth.
2 Q. I was really just being lighthearted about
3 it. But what I was getting at is all of
4 these other things, you're saying
5 Mr. Castinetti has an expertise in sports
6 memorabilia; correct?
7 A. Yes.
8 Q. He would have more of an understanding as to
9 the appraisal value of these various sports
10 memorabilia items; correct?
11 A. Yes.
12 Q. Did you ask him to include the fiberglass
13 shark with the amount that you paid for it?
14 A. Yes. Because we went over everything that
15 he saw on a daily basis or how often he
16 came.
17 Q. So that figure, the \$1,500, was what you
18 paid for the shark?
19 A. Yes.
20 Q. And when did you get that?
21 A. It was in 1998, '97.
22 Q. Where did you get it?
23 A. I had it -- I caught the shark -- it was a
24 tag and release program, and the company was

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1 PSI I believe out of somewhere in Florida.
2 But they did a fiberglass replica based on
3 the size of the shark and everything else,
4 and they ship it up to you.
5 Q. Where did you have that in the bar?
6 A. It was up in Scuttlebutts on the top wall.
7 That was up about 10-foot high, so I don't
8 know if I have a picture of it. I may.
9 Q. In your supplemental document production
10 that we marked as Exhibit 25, there are a
11 number of photographs that you provided of
12 the bars; is that correct?
13 A. Yes.
14 Q. There are ten pages here. Let's just go
15 through these.
16 MS. FLORIO: Do you have additional
17 copies of this?
18 MR. CARNAHAN: No.
19 Q. Just looking at the first page, are both of
20 these pictures in the same bar?
21 A. No.
22 Q. Okay. The top picture on the first page of
23 the photographs in Exhibit 25, where was
24 that taken?

19 (Pages 70 to 73)

Page 74

1 A. That's at Scuttlebutts.
 2 Q. That was the last bar?
 3 A. Yes. There's a Michael Roozioni (Phonetic)
 4 picture.
 5 THE WITNESS: Do we have that one?
 6 MR. CARNAHAN: No. I don't think so.
 7 A. This is what I do when I look at these and
 8 then I remember. That's Michael Roozioni,
 9 and there's Andy Berkley. There was two
 10 other ones. I'm sorry. When I see the
 11 pictures, they just -- that was
 12 Scuttlebutts.
 13 Q. Okay.
 14 A. And this was Cai's.
 15 Q. The top one is Scuttlebutts, and the bottom
 16 one is Cai's?
 17 A. Yes.
 18 Q. In general, in looking at the photographs
 19 that are depicted in the top copy of the
 20 photograph, there are a number of
 21 photographs depicted; correct?
 22 A. Yes.
 23 Q. And then I can see that the photographs that
 24 are depicted are secured on the wall and the

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1 wood frames of various sizes; is that right?
 2 A. Right.
 3 Q. And that what you're saying is how the
 4 majority of --
 5 A. Yes.
 6 Q. Let me just finish. Is this how the
 7 memorabilia was typically secured?
 8 A. Yes.
 9 Q. And what you have mentioned is that now that
 10 you're looking at this first picture at
 11 Scuttlebutts, you see there's a couple of
 12 things that weren't included in your initial
 13 appraisal; is that right?
 14 A. Yes.
 15 Q. And one of those things that you see offhand
 16 right now --
 17 A. Picture of Michael Roozioni playing in the
 18 World Championships against Russia when they
 19 won the gold medal.
 20 Q. Is there something else you mentioned there?
 21 A. Andy Berkley, the other Bruins picture.
 22 Q. Then the bottom picture you said was at
 23 Cai's?
 24 A. Yes.

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1 Q. And there are various --
 2 A. Hockey sticks.
 3 Q. Right behind the gentleman in the middle of
 4 the photograph, there's a number of hockey
 5 sticks that are on the wall?
 6 A. Yes.
 7 Q. And is this a picture of a jersey here on
 8 the left side?
 9 A. Yes.
 10 Q. Am I looking through an opening in the wall
 11 there, and then is that where it's hanging?
 12 A. That's Craig Janny's. That's behind the --
 13 that is behind the bar.
 14 Q. And that one is tacked on the wall?
 15 A. Yes.
 16 Q. The second page, where is the top photograph
 17 taken?
 18 A. Cai's.
 19 Q. Okay. That was the middle bar?
 20 A. Yes.
 21 Q. And then in that photograph, there's the
 22 large team Bruins team picture?
 23 A. Yes.
 24 Q. That's the one we already talked about,

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1 right?
 2 A. Yes.
 3 Q. Then we also have some of the amps in this
 4 picture that you referred to on another
 5 list?
 6 A. No. That's --
 7 Q. That's not included?
 8 A. That's a karaoke player that came in and
 9 provided his own equipment.
 10 Q. That's not included?
 11 A. Right.
 12 Q. So this top photograph just depicts some of
 13 the memorabilia on the wall?
 14 A. Yes.
 15 Q. This bottom picture, where's that one?
 16 A. Scuttlebutts. That's Andy Moog's stick,
 17 that's the other goalie's stick, and there's
 18 Cam's gloves right there.
 19 Q. And do you know when this was taken, this
 20 bottom picture?
 21 A. Could have been anytime from January -- I
 22 mean '91 -- this is Scuttlebutts. This is
 23 probably '97, '98, '99, 2001.
 24 Q. Okay.

20 (Pages 74 to 77)

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1 A. Somewhere around there. There's the band
 2 Extreme over there. There's Paul Geary,
 3 that's the other one.
 4 Q. So any time between the mid '90s and when
 5 Scuttlebutts closed this could have been
 6 taken?
 7 A. That was taken when -- that was the night
 8 that Scuttlebutts was open.
 9 Q. I'm saying the photograph could have been
 10 taken any time between you said the mid '90s
 11 up until the time Scuttlebutts closed?
 12 A. No. I didn't say the mid '90s. I said '98,
 13 '97, '99, 2000, 2001.
 14 Q. So any time between 1997 and 2001?
 15 A. Correct.
 16 Q. The third page, what's depicted on the top?
 17 A. That's Cai's, and there's Celtics jerseys
 18 too I forgot. That's Cai's. And that's
 19 probably between 1990 and 1997.
 20 Q. And the bottom photograph?
 21 A. That was Cai's also.
 22 Q. What's the jerseys that we can see there?
 23 What are those?
 24 A. It's either Lyndon Byers jersey or it's

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1 Craig Janny. Doesn't show a number there.
 2 We changed them around using the back of it,
 3 the front of it sometimes, so I don't know
 4 which one that is.
 5 Q. Okay. The fourth page that has the Bass
 6 sign in --
 7 A. That's Scuttlebutts. There is the picture
 8 of the platinum record by Extreme that they
 9 gave me I listed on there. That's listed on
 10 there. That's that one right there.
 11 There's a Drew Bledsoe picture signed -- I'm
 12 sorry. That's him right there. Every time
 13 I look at the pictures, there's something
 14 else on the wall that I neglected to bring
 15 forward. That's Drew's picture right there.
 16 That was signed.
 17 Q. So when Scuttlebutts closed, you had taken
 18 all this stuff off the wall and put it in
 19 the pile to come pick up?
 20 A. Correct.
 21 Q. It was all off the wall and ready to be
 22 picked up?
 23 A. Yes.
 24 Q. Okay. And the bottom picture was Cai's,

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1 right?
 2 A. Yes.
 3 Q. And this is just showing some of the frame
 4 memorabilia on the wall?
 5 A. Yes.
 6 Q. Are these tennis rackets anything of
 7 significance or just decoration?
 8 A. Just decoration. I never played tennis, and
 9 I never knew anyone that played it so.
 10 Q. Not the kind of sports bar you were running?
 11 A. No. Not at all.
 12 Q. The next picture it's someone with a child
 13 there. What is that?
 14 A. This is Cai's also.
 15 THE WITNESS: I apologize, Dean.
 16 A. That's a picture of -- I don't know what
 17 it's worth, but that's a picture of all New
 18 York Yankee memorabilia, shirts, hats, bats,
 19 balls, gloves all put together in a big
 20 collage and then pictures taken. I have no
 21 idea what that's worth.
 22 Q. Okay. And this picture here, is that a real
 23 parrot?
 24 A. That's Scuttles. That's my parrot. That's

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1 what the bar was based on. That's taken at
 2 Scuttlebutts.
 3 Q. Your parrot's name was Scuttlebutts?
 4 A. Scuttles.
 5 Q. Did the parrot make it?
 6 A. She was the first one in my car.
 7 Q. Good. Is she still with us?
 8 A. Yes. They live to be 75, 80 years old. The
 9 way she eats, she will probably live to be
 10 120.
 11 Q. This picture we see, this one we already
 12 talked about, right?
 13 A. Yes.
 14 Q. What is that one again?
 15 A. Mike Roozoni and --
 16 Q. That's right. And the next page are two
 17 women in red?
 18 A. Yes.
 19 Q. What is that?
 20 A. That's also at Cai's and -- excuse me. I'm
 21 missing here -- I don't know what's this
 22 one, but that's not a player. That was a
 23 big one. I don't know which one it was. I
 24 can't even read it. These are both at

21 (Pages 78 to 81)

Page 82

1 Cai's.
 2 Q. Okay. And the bottom picture shows that
 3 team photograph that you see is signed,
 4 right?
 5 A. Yes.
 6 Q. Okay. And the next page is at Scuttlebutts,
 7 right?
 8 A. Correct.
 9 Q. And that shows that platinum record you were
 10 talking about and some other memorabilia on
 11 the wall?
 12 A. Yes.
 13 Q. The bottom photograph?
 14 A. That's at Scuttlebutts also.
 15 Q. You can't actually see any memorabilia
 16 there. I guess you can see the platinum
 17 record, right?
 18 A. Yet.
 19 Q. And this next page is a woman standing with
 20 a picture.
 21 A. Right.
 22 Q. Who is that?
 23 A. That's my mother, and this was a hand
 24 painted picture a friend of mine that I grew

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1 up with gave to me. I don't know if I
 2 included this. It's one of those things
 3 that's irreplaceable. He took a bunch of
 4 different players and put them in a collage.
 5 Q. Is that something that he painted on the
 6 wall or --
 7 A. No. He did it on a regular foam piece of
 8 paper.
 9 Q. Okay.
 10 A. Painted it and we put it up there.
 11 Q. Where was this picture taken, top one?
 12 A. That's at Scuttlebutts.
 13 Q. The bottom one?
 14 A. That's at Cai's.
 15 Q. The next one shows what looks like an
 16 office; is that right?
 17 A. Right.
 18 Q. And when was this taken?
 19 A. This was down the end over there when they
 20 ransacked the office. This was when the
 21 landlords came in.
 22 Q. So when you testified the last time that you
 23 had pictures of the trashed facility, is
 24 that what we are looking at here in these

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1 two photographs?
 2 A. Well, these were all -- this one here they
 3 had opened up all the drawers. It was paper
 4 everywhere. I think they provided that.
 5 And these were all tapes of all the Bruins
 6 parties. This is my birthday party. This
 7 is the Bruins breakup parties for seven
 8 years. This was -- these are all government
 9 parties and benefits we had. They were all
 10 thrown out.
 11 Q. Now, what I'm wondering is you had testified
 12 last time that you had pictures of what, you
 13 know, the people did when they trashed the
 14 place, right?
 15 A. Yes.
 16 Q. Is this what you were referring to, these
 17 two photographs?
 18 A. This is one of them. There's a couple of
 19 them, yes.
 20 Q. These two are the pictures you were talking
 21 about?
 22 A. No. This isn't the one when it was trashed.
 23 This one is one of them.
 24 Q. Let me just clarify for the record. The top

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1 picture is a picture of your office?
 2 A. Yes.
 3 Q. That's in its normal condition; correct?
 4 A. Correct.
 5 Q. And then the bottom one shows that some
 6 things were disturbed for lack of a better
 7 way of saying it, right?
 8 A. Right.
 9 Q. Do you have any other pictures of the place
 10 after people had gone through the stuff?
 11 A. Yes.
 12 Q. Why don't I have those yet?
 13 A. Why?
 14 Q. Right. Did you produce them to your
 15 attorney?
 16 A. I don't know if I did or not. To be
 17 perfectly honest with you, that's when the
 18 landlord come in there, and I was shocked
 19 because he had a key and he went through all
 20 my personal stuff and --
 21 Q. I understand that must have been very
 22 shocking but --
 23 A. To say the least.
 24 Q. But what I'm trying to get is where the

22 (Pages 82 to 85)

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1 pictures are so I can talk to you about
2 them.
3 A. If it's a picture of the thing being
4 trashed, what does that have to do with the
5 items that were taken?
6 Q. Unfortunately I get to ask the questions.
7 A. That's fine. But that's my question. I'm
8 concerned about the things that are
9 irreplaceable here, not my office was thrown
10 and ransacked.
11 Q. Do you have any additional pictures that you
12 haven't provided?
13 A. I think I have a couple.
14 MS. FLORIO: Can you agree to produce
15 those?
16 MR. CARNAHAN: If my client --
17 MS. FLORIO: If they exist.
18 MR. CARNAHAN: If they exist.
19 A. Yes. I have them. All it does is show
20 stuff thrown everywhere.
21 Q. That was something that was discussed at the
22 last deposition that we wanted, and I was
23 under the impression we had everything.
24 A. Well, if that's the case, that was my fault.

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1 But I don't see any relevance to that. That
2 has nothing to do with any of my stuff.
3 Q. That's for the attorneys to decide.
4 A. Yes. Well, whatever. I guess that's for
5 the jury to decide.
6 Q. This next picture, this is at Scuttlebutts.
7 It has the Bass sign and a sailboat picture?
8 A. Yes. That's a brass sailboat that I had at
9 my cottage up in Maine. Might as well
10 include that. It was gone.
11 Q. And then the last picture here, where's
12 that?
13 A. Scuttlebutts.
14 Q. Okay. And then you can see the memorabilia
15 on the wall in the back?
16 A. Yes.
17 Q. And then we have Exhibit 23 which is a
18 handwritten list of additional property that
19 was lost after Scuttlebutts closed; is that
20 right?
21 A. Yes.
22 Q. That's in your handwriting?
23 A. Yes, it is.
24 Q. The first item is a clothing chest that you

Page 88

1 just purchased?
2 A. Yes.
3 Q. And that figure there, \$500 to \$600, is that
4 what you paid for it?
5 A. Yes. It was an unfinished piece. You have
6 a picture right in there I just showed you
7 in the office if you want to look back on
8 it.
9 Q. This armoire here on the left?
10 A. Uh-huh.
11 Q. You have to say yes for the record.
12 A. Yes.
13 Q. What was that being used for?
14 A. My clothing, just personal items I used for
15 drawers.
16 Q. And do you have a receipt for that?
17 A. I don't know. I paid for it by check, and I
18 purchased it like I listed over here the
19 unfinished furniture store in Salem. I
20 don't know the name of the place.
21 Q. Okay. So do you know one way or the other
22 whether you have a receipt or canceled
23 check?
24 A. I don't know. That was probably included

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1 with my box of checks that I don't have.
2 They were listed at the top of the stairs
3 that I was planning on taking home with me.
4 Q. The second item the new mountain bike?
5 A. Correct.
6 Q. You had just purchased that in July of 2002?
7 A. Yes. 2001.
8 Q. I'm sorry. 2001.
9 A. Yes.
10 Q. Then I'm looking at the \$200 you paid.
11 A. Yes.
12 Q. Is that right?
13 A. Yes.
14 Q. Where was that? Did you keep that in your
15 office?
16 A. Yes, I did.
17 Q. We were talking about the mountain bike.
18 Did you have that at the top of the stairs
19 with the rest of the items?
20 A. Yes, I did.
21 Q. And it was your personal mountain bike?
22 A. Yes, it was.
23 Q. What did you use that mountain bike for?
24 A. Working out every day.

23 (Pages 86 to 89)

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1 Q. Going for bike rides?
 2 A. Yes.
 3 Q. The third item, it's a leather couch?
 4 A. Correct.
 5 Q. And you bought that in May of 2001 for \$200?
 6 A. \$600.
 7 Q. So is that a misprint?
 8 A. It's \$600 is what I paid for it. I bought
 9 it in --
 10 Q. If you look at the --
 11 A. I understand that. It was changed to \$600
 12 because it wasn't \$200. The whole is \$600.
 13 Q. Let me clarify for the record. I'm looking
 14 at what I thought was the same list which we
 15 marked as Exhibit 25B.
 16 A. Right.
 17 Q. And you're looking at Exhibit 23 which
 18 appears to be the same list except on yours
 19 the leather couch was changed from \$200 to
 20 \$600; is that correct?
 21 A. That's correct.
 22 Q. You actually paid \$600 for the leather
 23 couch?
 24 A. It was a leather couch. It was green, and

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1 it was purchased as half of a sectional
 2 because we couldn't fit it in the office.
 3 We purchased it up at the mall in Peabody,
 4 furniture store behind there, the Liberty
 5 Tree Mall. There's an outlet store behind
 6 there.
 7 Q. Was it new?
 8 A. Yes.
 9 Q. Okay. And that was in the office?
 10 A. Yes, it was.
 11 Q. And then did you move that out to the top of
 12 the stairs before --
 13 A. No.
 14 Q. That was still in the office when you left
 15 that day?
 16 A. Yes.
 17 Q. And next you have a fax machine that you
 18 purchased for \$150 in March of 2001?
 19 A. Yes.
 20 Q. And then Collectable Liquors?
 21 A. Yes.
 22 Q. What's that about?
 23 A. Those are gifts from all the different
 24 liquor companies from Collectable Liquors

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1 that were signed from dealers. If you look
 2 at the picture, you will see the little
 3 shelf above my desk, it shows all the little
 4 ceramic and wooden casings and cedar chest
 5 and stuff like that. There was maybe about
 6 -- I don't know. Maybe six or seven of
 7 them.
 8 Q. Six or seven different bottles?
 9 A. Yes.
 10 Q. You don't know what those were worth?
 11 A. (Witness indicates.)
 12 Q. The next thing is an air conditioner
 13 purchased in May 2001?
 14 A. Yes.
 15 Q. That you paid between \$200 and \$300 for
 16 that?
 17 A. Yes.
 18 Q. Where did the air conditioning -- where was
 19 that in the building?
 20 A. In the office because it was central air for
 21 the entire building except in my office.
 22 Q. Was it a window air conditioner?
 23 A. Yes.
 24 Q. Was that still in the window when you left?

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1 A. Yes.
 2 Q. The next thing is a safe you purchased in
 3 the spring of 2001 for \$150?
 4 A. I have 180 here.
 5 Q. I'm sorry. I misspoke. It's 180?
 6 A. Yes.
 7 Q. I apologize.
 8 A. Okay.
 9 Q. Was that still in the office?
 10 A. Yes.
 11 Q. Had you taken everything out of the safe
 12 when you left?
 13 A. Yes, I did.
 14 Q. Then you have the platinum album set signed
 15 by Extreme?
 16 A. Correct.
 17 Q. Do you have any idea what that is worth?
 18 A. That's a good question. No, I don't.
 19 Q. When did you get that?
 20 A. It was given to me by the band in -- I don't
 21 know if it was at Cai's or -- between '89,
 22 '90 and '92 or somewhere around there.
 23 Q. Okay.
 24 A. '93. May have been later. I don't know.

24 (Pages 90 to 93)

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1 Q. And then we have the two awnings,
2 custom-made awnings, between \$3,000 and
3 \$4,000?
4 A. Yes.
5 Q. Were those outside?
6 A. Yes, they were.
7 Q. And when you came back to Scuttlebutts after
8 the day you closed, the awnings were gone?
9 A. Everything was gone.
10 Q. Including the awnings?
11 A. They took the awnings down, correct.
12 Q. And then you had assorted neon lights. Are
13 those the lights that we saw on some of
14 those pictures on the wall?
15 A. Yes. I had three custom ones made with the
16 picture of the parrot, big 6-foot to 7-foot
17 custom neon lights that were taken.
18 Q. Those particular lights weren't depicted in
19 the photographs --
20 A. Well --
21 Q. -- the ones you just mentioned, right?
22 A. I don't know if you can see the smaller one
23 that was behind in the back wall. I don't
24 know if -- you couldn't see the other ones.

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1 It was in the front window, and it was too
2 big. But it was two or three of them.
3 Q. Some were given as gifts, and some you
4 purchased?
5 A. Yes.
6 Q. What did you pay for the ones that you
7 purchased?
8 A. You just kind of get them in auctions when
9 people close. I had friends of mine that
10 their bars closed, and I purchased some of
11 those. I purchased the -- what do they call
12 it? The slush machine. What was it called
13 there? Island Oasis machine.
14 Q. You're not sure of the value of the assorted
15 neon lights?
16 A. Yes.
17 Q. Then you have the leather swivel chair?
18 A. Yes.
19 Q. And you estimate the value was \$100?
20 A. It was somewhere in that vicinity, correct.
21 Q. And where was that when you left the day you
22 closed?
23 A. Right behind the desk.
24 Q. Okay. Still in the office?

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1 A. Yes.
2 Q. And then you have videos of the Bruins and
3 different functions, and we saw a picture of
4 those, right?
5 A. Yes.
6 Q. Those were all taken and thrown away or
7 somehow taken and not there when you came
8 back, right?
9 A. Those were listed. I told you there was a
10 big pile of all the important -- I mean you
11 just don't walk up to new bikes and sharks
12 and all this stuff and just consider it to
13 be trash when you clean out an apartment or
14 something so yes.
15 Q. You came back and the videos were gone?
16 A. No. When I called her back to pick up all
17 my personal items that we couldn't fit from
18 the original trip, she says, oh, they threw
19 everything away, Steve. That's all. So
20 they were gone.
21 Q. And you don't know what the value of those
22 videos would be, right?
23 A. No. But most of these, the value is that
24 they are irreplaceable. These are things

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1 that I spent 25 years accumulating, and now
2 I don't have any of them. That's what the
3 problem is on these.
4 Q. Then you have a parrot stand for \$200?
5 A. Yes. I think I have a check. There was a
6 check I think I have. I paid for that.
7 Q. You think you have a canceled check for that
8 one?
9 A. Yes.
10 Q. Do you have any receipts for any of the
11 other items other than the parrot stand one
12 you just mentioned?
13 A. No. Because the checks I have --
14 Q. It's just yes or no.
15 A. I don't know. They could have been thrown
16 out, could have been part of that other
17 business. No. I don't think so.
18 Q. So is the answer to my question, you don't
19 think you have any other receipts?
20 A. I don't think -- I don't know for sure.
21 Q. Okay. Now, we have now gone over Exhibit
22 25B and 23, right?
23 A. Correct.
24 Q. Then we have Exhibit 24, and this is another

25 (Pages 94 to 97)

Exhibit 3B

Page 98

1 list that was provided, right?
 2 A. Yes.
 3 Q. And now we have already talked about the
 4 shark, right?
 5 A. Yes.
 6 Q. That's included on another list?
 7 A. Yes.
 8 Q. We already talked about the Extreme picture,
 9 right, the platinum CD?
 10 A. Correct.
 11 Q. That's on another list?
 12 A. Yes.
 13 Q. The bike is on another list, right?
 14 A. Yes.
 15 Q. Collectable Liquors we have gone over,
 16 right?
 17 A. Yes.
 18 Q. The new armoire we went over, right?
 19 A. Yes.
 20 Q. And the Denis Leary picture was on another
 21 list?
 22 A. Yes.
 23 Q. Robert Urich was on another list?
 24 A. Yes.

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1 Q. Sylvester Stallone was on another list?
 2 A. Yes.
 3 Q. This 3 by 2 picture of the Bruins was on
 4 another list?
 5 A. Yes.
 6 Q. This Island Oasis machine, this was
 7 something new, right?
 8 A. Yes.
 9 Q. And you said you got that at auction for
 10 about \$3,000?
 11 A. No. I bought it from a friend of mine that
 12 closed his bar.
 13 Q. You paid \$3,000 for it?
 14 A. Yes.
 15 Q. When did you get that?
 16 A. Probably in '88, '89.
 17 Q. Was it still in working condition?
 18 A. Yes. It's \$6,000, \$8,000 new.
 19 Q. Okay. And in '88 or '89 you paid \$3,000 for
 20 it?
 21 A. Yes.
 22 Q. The next item is the leather couch which we
 23 talked about already; correct?
 24 A. Yes.

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1 Q. The air conditioner which was on the other
 2 list?
 3 A. Yes.
 4 Q. The awning which was on the other list?
 5 A. Yes.
 6 Q. And then the last thing, the boxes of
 7 various sports pictures, that's something
 8 different, right?
 9 A. Yes.
 10 Q. Or is that the one on Castinetti --
 11 A. No. Those are all various poses of
 12 different players and things that were just
 13 given to me and signed and all put in a box.
 14 Some were on the wall as you can see them.
 15 Q. Is this something different from what you
 16 had Castinetti go over?
 17 A. Yes.
 18 Q. And you're obviously unable to put a value
 19 on that, right?
 20 A. Correct.
 21 Q. So just to recap, Exhibit 24, we have gone
 22 over this and then the other two previous
 23 documents, and the new items on Exhibit 24
 24 include the Island Oasis machine and the

Page 101

1 various boxes of sports pictures; is that
 2 correct?
 3 A. Correct.
 4 Q. We have these other three items up top that
 5 were circled, but we went over that they
 6 were on Exhibit 23, right?
 7 A. Yes.
 8 Q. Okay. I believe the last item I have to go
 9 over with respect to the property damage is
 10 this typewritten document which has on top
 11 of it typed Exhibit A. And for the purposes
 12 of this deposition, we have marked it as
 13 Exhibit 25A; is that correct?
 14 A. Yes.
 15 Q. And on the top of this, it has a fax line
 16 that says "Riemer & Braunstein." Do you see
 17 that?
 18 A. Yes.
 19 Q. Was that the trustee?
 20 A. Yes. Bankruptcy trustee.
 21 Q. Someone from that law firm?
 22 A. Yes.
 23 Q. Do you know who the trustee was?
 24 A. Jonathan Yellin.

26 (Pages 98 to 101)

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1 Q. How do you spell that?
 2 A. Last name Y-E-L-L-E-N I believe.
 3 MR. CARNAHAN: I think it's I-N.
 4 Q. Did you have an attorney represent you in
 5 the bankruptcy?
 6 A. Yes, I did.
 7 Q. Who was that?
 8 A. Carol Bankowski.
 9 Q. Is that a man or woman?
 10 A. She's a woman.
 11 Q. And was she with a firm?
 12 A. Yes. She was with Deutsch Williams.
 13 Q. And that was your attorney?
 14 A. Yes. For the corporation.
 15 Q. Okay. And the bankruptcy trustee prepared
 16 what we have marked as Exhibit 25A, right?
 17 A. Correct.
 18 Q. Did you assist the trustee in preparing this
 19 document?
 20 A. No. I wasn't there.
 21 Q. Do you know where the trustee got the
 22 information to include on this document?
 23 A. Yes. He went in and he took a list of
 24 everything in inventory of everything that

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1 was there.
 2 Q. Okay.
 3 A. Precisely what the bank should have done
 4 before they said they threw everything away.
 5 Q. So this list of items was made before
 6 Scuttlebutts closed; is that correct?
 7 A. Not at all, no.
 8 Q. Okay. When was the list made as you
 9 understand it?
 10 A. When the bankruptcy trustee was notified
 11 that the judge changed it from 11 to a
 12 Chapter 7, we were evicted from the premises
 13 because of a violation of the lease; so
 14 therefore, we had to vacate the premises.
 15 At that point, Jonathan Yellin who was the
 16 trustee, he was in charge of securing the
 17 facility which he contacted Harbor Realty.
 18 He was also in charge of taking inventory of
 19 everything that was listed there for the
 20 bankruptcy purposes of reselling that under
 21 the corporation bankruptcy obligations.
 22 Q. Okay. So as I understand it, the trustee
 23 came in to take a list of all of the
 24 business property for the purpose of selling

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1 it as part of the bankruptcy?
 2 A. Correct.
 3 Q. So what he listed here was supposed to be
 4 the inclusive list of all of the business
 5 property?
 6 A. Correct.
 7 Q. But this list does not include some of the
 8 sports memorabilia and other items; is that
 9 correct?
 10 A. I don't believe so.
 11 Q. Now, is that because the sports memorabilia
 12 was your personal property and not the
 13 business property?
 14 A. That was my -- that was all my personal
 15 property. But they were all -- everything
 16 was taken down from the ceilings and walls.
 17 I mean I wasn't going to -- I wasn't going
 18 to give these people, you know, my personal
 19 items that I had there over a 20-year period
 20 so I don't know why they did it. But they
 21 were all taken down off the walls.
 22 Q. But it wasn't included in the inventory of
 23 the business property by the trustee?
 24 A. No. I don't know why he did it or when or

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1 what the reason was.
 2 Q. Well, is it because the other items were
 3 your personal property as opposed to
 4 property of Scuttlebutts?
 5 A. I have no idea. Like I said, I was locked
 6 out.
 7 Q. So you weren't present when he did this
 8 list?
 9 A. No. I just said that.
 10 Q. Okay. What happened with the items listed
 11 on Exhibit 25A?
 12 A. He gave me an opportunity to buy back these
 13 for \$5,500 which I did. And as I look at
 14 these, there were color TVs that I think I
 15 mentioned to you and I forgot about it and
 16 stereo equipment, but this was all the
 17 equipment that I bought back for \$5,500.
 18 And he took \$5,500 and placed it in the
 19 corporation asset.
 20 Q. Okay. So you bought back these items, and
 21 these are the items that you then took over
 22 to the Blue Parrot?
 23 A. Yes.
 24 Q. And ultimately, the business with the Blue

27 (Pages 102 to 105)

Page 106

1 Parrot didn't work out, and he ended up with
 2 all of these items that you had bought back?
 3 A. He ended up selling these at an auction that
 4 we saw in the newspaper.
 5 Q. Okay.
 6 A. So that's how we found out about that.
 7 Q. Okay. So the items listed in Exhibit A, you
 8 physically removed from Scuttlebutts and
 9 took them over to the Blue Parrot?
 10 A. We put them in trucks and sent them to
 11 various locations. We put them into
 12 storage, and we put them in different
 13 locations. There was a lot of items here.
 14 There was three truckloads full of stuff.
 15 Q. I am trying to clarify. These items weren't
 16 part of the property that was lost or
 17 destroyed after you left Scuttlebutts on the
 18 day it closed?
 19 A. No. Some of this stuff was left up top. In
 20 other words, we didn't take TVs and stereo
 21 equipment and put them in an outdoor --
 22 Q. You have to understand I wasn't there so
 23 that's what I'm asking.
 24 A. I know that. But you asked the question

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1 saying that everything was sent over when it
 2 wasn't.
 3 Q. That's what I thought you just told me, that
 4 you purchased back these items, and you took
 5 them in various trucks to different spots?
 6 A. Right.
 7 Q. Let me ask you, did you remove all of the
 8 items in Exhibit 25A from the premises and
 9 take them to different places, or were some
 10 of these left on the top of the stairs with
 11 the other items?
 12 A. Again, some of them were left at the top of
 13 the stairs.
 14 Q. Which items?
 15 A. The TV.
 16 Q. Well, let's go one by one. You said there
 17 are two color TVs.
 18 A. No. I think there was about six of them.
 19 Q. This says two color TVs, and then you have
 20 one Sony wide-screen TV.
 21 A. There was a big screen TV, and there was six
 22 and -- 32, 36-inch TVs in the facility.
 23 Now, I don't remember where -- I mean we
 24 were bringing them over to people's houses.

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1 We brought some to the Parrot. You want me
 2 to give you a list of what was left?
 3 Q. I just want you to answer my question but I
 4 haven't asked when yet.
 5 A. Okay.
 6 Q. According to that list, there were two color
 7 TVs and one wide-screen TV that were on the
 8 premises at the time the inventory was
 9 taken; is that right?
 10 A. Correct.
 11 Q. And you're saying that the inventory is
 12 incomplete, and there were actually
 13 additional TVs that were on the premises?
 14 A. No. What I'm saying is I don't know when he
 15 come in here to take this. I know that my
 16 personal property, which was my personal
 17 property, my attorney called me and said,
 18 Jonathan Yellin said take your personal
 19 property or what you can, start getting it
 20 off the walls and getting ready. And they
 21 will give you a time. Harbor Realty will
 22 contact you to take it out. What I did was
 23 not to leave my personal TVs that I had
 24 bought five, six, seven years ago and all my

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1 personal things and leave it just out in the
 2 open, and so we took what we could. I kept
 3 the remainder of these things because there
 4 was no room to put them at the top of the
 5 stairs.
 6 Q. So all I'm trying to get a sense of is from
 7 this list that you have in front of you that
 8 we have marked as Exhibit 25A, which of
 9 those items were lost as a part of the
 10 closing of Scuttlebutts and which you claim
 11 is a part of your property damage claim.
 12 A. That's what I'm looking over right now. I
 13 know there was TVs, and I know there was
 14 stereo equipment. I'm not done looking at
 15 it.
 16 Q. But just according to the list --
 17 A. That's what I'm looking at now is the list.
 18 Q. Okay.
 19 A. Color TVs, the wide-screen, fax machine, the
 20 safe was still there. That looks like it.
 21 Q. So the rest of the items on that inventory
 22 you were able to remove from the premises?
 23 A. Yes.
 24 Q. In addition to the other items on the

28 (Pages 106 to 109)

Page 110

1 different lists we have gone over, you also
 2 lost some color TVs, the wide-screen TV and
 3 we already went over the fax and the safe?
 4 A. Yes.
 5 Q. How many TVs?
 6 A. We had the Sony TV, which I bought up there
 7 in Salem along with three other TVs, 33-inch
 8 to 32-inch to 36-inch TV. We had one, two,
 9 three, four, five, six TVs hanging from
 10 supported shelving.
 11 Q. Let me just stop you real quick just to
 12 recap. You have the Sony wide-screen that
 13 was still left?
 14 A. Right.
 15 Q. And then you had did you say six additional
 16 TVs?
 17 A. Correct.
 18 Q. And those were all mounted?
 19 A. Yes.
 20 Q. Were they still mounted when you closed?
 21 A. We took the TVs off the stands. They were
 22 hanging by the long rods, you know, into the
 23 ceiling, yes. We took the TVs off of those.
 24 Q. You put them with the rest of the stuff?

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1 A. Correct.
 2 Q. There was six TVs sitting there with all of
 3 this other stuff?
 4 A. There could have been five or four. I don't
 5 know what we did. We tried to place as many
 6 things as we could in people's cars or
 7 trucks. We put them in like three different
 8 locations. You know what I mean? I don't
 9 -- there may not have been six TVs. I know
 10 we didn't fit the Sony big screen because
 11 that was clearly right at the top on the
 12 stage. I know there was at least three TVs,
 13 maybe four. And I don't know where the
 14 other ones went.
 15 Q. So as I understand it, at the time of the
 16 judge's ruling in the bankruptcy court, you
 17 received a call from -- was it your attorney
 18 that told you of the ruling?
 19 A. Correct.
 20 Q. And then did your attorney tell you to go
 21 remove the property from the premises?
 22 A. No. He just said, start taking down your
 23 personal items, getting the things off the
 24 wall.

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1 Q. You say "he," but your attorney was a woman.
 2 So who are you referring to?
 3 A. No. That wasn't a woman that I'm talking
 4 about. She was the bankruptcy attorney for
 5 the corporation. My attorney at the time
 6 was Kelley Landolphi that represented me in
 7 Scuttlebutts during this lease procedure.
 8 Q. Who did Carol Bankowski represent?
 9 A. The corporation during bankruptcy.
 10 Q. The corporation meaning Jenna's Pub, Inc.?
 11 A. Correct.
 12 Q. And so it was Kelley Landolphi that called
 13 you and said that the judge had changed it
 14 from Chapter 11 to Chapter 7 and that the
 15 sheriffs were coming to close the place
 16 down?
 17 A. Yes. He says, you know, they are going to
 18 be there shortly, and so you might as well
 19 start taking things down off the wall.
 20 Q. Okay. Did he tell you that you were
 21 supposed to remove your property from the
 22 premises?
 23 A. No. He just said your personal items --
 24 you're allowed to take your personal items

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1 and that Harbor Realty would be in contact
 2 with me.
 3 Q. What did you understand that to be, your
 4 personal items?
 5 A. My personal items?
 6 Q. Yes.
 7 A. There's four sheets of paper of my personal
 8 items that we just went over. Those are the
 9 ones I'm talking about.
 10 Q. So when he told you to remove your personal
 11 items, you understood that to be all of the
 12 various items that we have already gone over
 13 today including all of the sports
 14 memorabilia?
 15 A. Yes.
 16 Q. Okay. And there was some additional
 17 personal items of yours that you were able
 18 to remove from the property?
 19 A. Correct.
 20 Q. You took what you could fit?
 21 A. Yes.
 22 Q. And then when the sheriffs came, you didn't
 23 have any additional time to remove any of
 24 the other personal property?

29 (Pages 110 to 113)

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1 A. Harbor Realty showed up along with the
 2 sheriffs, and Harbor Realty was assigned by
 3 the bankruptcy court, Jonathan Yellin, and
 4 they were the keeper of the property so they
 5 were called keeper -- I guess it's the
 6 keeper.
 7 Q. Okay.
 8 A. And she said to me, I will call you, and you
 9 get a bunch of friends together and get all
 10 the stuff out of here. And that's when we
 11 set up a time where she showed up with a
 12 police detail, and we removed as much as we
 13 could.
 14 Q. Okay. Was it ultimately determined that you
 15 were not able to declare bankruptcy in this
 16 case? Do you understand my question?
 17 A. No.
 18 Q. Did the business ultimately close because of
 19 the bankruptcy proceeding?
 20 A. Yes. That's exactly the reason.
 21 Q. And so the corporation dissolved
 22 involuntarily; is that right?
 23 A. No. The question was asked the last time I
 24 was here. And what was his name? I'm

Page 115

1 sorry.
 2 Q. Mr. Chapman.
 3 A. Mr. Chapman asked a question whether we
 4 weren't doing as well business wise and
 5 that's why we had to close, and I said that
 6 was quite the contrary. We did a phenomenal
 7 business. The reason we had to file for
 8 bankruptcy was based on the landlord
 9 attempting to consistently over a three,
 10 four-year period trying to break the lease
 11 because he owned a small little bar on the
 12 South Shore and tried to take this over
 13 because he saw the lines and everything that
 14 went along with it. To make a long story
 15 short, there was a problem with the water,
 16 water bill. It went exorbitantly high, and
 17 it should have been reduced drastically by
 18 at least 50 percent when we changed the
 19 hours of operation from 11:00 in the morning
 20 to 6:00 at night, and so there was a water
 21 consumption drop considerably. I wrote a
 22 check for \$4,500. Kelley Landolphi who was
 23 representing the corporation at the time
 24 neglected to get back to the landlords

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1 demanding that we make a payment and then
 2 work it out later on. As a result -- I'm
 3 almost done. As a result, they went to
 4 court and told the judge that we neglected
 5 to pay the water bill, and that's why we
 6 were recommended to file for bankruptcy. It
 7 wasn't because of the inadequate business.
 8 Q. So after the judge made the ruling which
 9 changed it from Chapter 11 to Chapter 7,
 10 what happened after that with respect to the
 11 bankruptcy proceeding?
 12 A. Meaning?
 13 Q. What was the next thing that happened with
 14 respect to the court proceeding? Did
 15 anything else happen? Was it over? What
 16 was the status after that?
 17 A. That was it. The landlord went to the court
 18 and told him that I had bounced checks which
 19 I didn't. I paid them money orders every
 20 single month. I was never late. He said I
 21 owed him three months, and I never did. I
 22 had payments right up to date on it. This
 23 was his way of breaking the lease. So I
 24 wasn't there. Kelley Landolphi, as it

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1 turned out, was malpracticed in a number of
 2 different occasions here, and that was the
 3 problem. We just didn't -- there was
 4 nothing else to do. Proceedings were
 5 followed the way they were dictated to us.
 6 Q. Was it the bankruptcy court judge that
 7 determined that the lease was broken?
 8 A. No. It was the superior court judge in
 9 Salem.
 10 Q. Okay. So was it as a result of the superior
 11 court judge's ruling in Salem that the
 12 business closed?
 13 A. The lease was broken and was --
 14 Q. Right.
 15 A. Now, the jurisdiction between superior court
 16 judge in Salem didn't have the authority to
 17 overrule the bankruptcy, and that is what we
 18 are going to be following up on shortly. In
 19 other words, he didn't have the right to
 20 break the lease on that.
 21 Q. Because you were in bankruptcy?
 22 A. That's correct.
 23 Q. So you said you're going to be following up
 24 on that?

30 (Pages 114 to 117)

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1 A. Absolutely.
 2 Q. So what do you mean by that?
 3 A. Well, I will file suit against the landlord
 4 No. 1, against the -- whether it's the judge
 5 or whoever made that decision. I mean I
 6 have a document from Kelley Landolphi
 7 stating that, that it was an erroneous
 8 error. She had no right doing that, and it
 9 superseded whatever the jurisdiction was.
 10 It was the superior court superseding the
 11 bankruptcy or the bankruptcy superseding the
 12 jurisdiction of the Superior. Which one or
 13 the other couldn't do it.
 14 Q. So is it my understanding based on what you
 15 have told me that the corporation filed for
 16 bankruptcy to protect itself from the
 17 superior court action that was pending with
 18 respect to Harbor Realty?
 19 A. Correct. No. Not Harbor Realty.
 20 Q. The landlord?
 21 A. Correct.
 22 Q. Who was the landlord?
 23 A. Salem Lafayette, LLC.
 24 Q. So it was your attorney's advice to you that

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1 if you had a pending action in the
 2 bankruptcy court, the superior court would
 3 be unable to take any action to break the
 4 lease with the landlord?
 5 A. Correct.
 6 Q. But ultimately, what happened was the
 7 superior court judge did rule against you?
 8 A. Right.
 9 Q. And what happened after the superior court
 10 judge made that ruling that the lease was
 11 broken? What happened after that that
 12 brought the bankruptcy court back involved
 13 with the closing?
 14 A. I was served, and the landlord gave us a
 15 notice to quit to vacate the premises.
 16 That's with the superior court judge.
 17 Q. And is that when the sheriffs then came?
 18 A. Yes.
 19 Q. So the series of events with respect to the
 20 closing of the property and the sheriff
 21 coming down and having you leave was as a
 22 result of the superior court's ruling with
 23 respect to the lease being declared broken?
 24 A. Yes.

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1 Q. Simultaneously with that because there was a
 2 pending bankruptcy action, the trustee came
 3 down to take an inventory of the property
 4 since you had to vacate the premises?
 5 A. Correct.
 6 Q. And then the only part I'm confused about at
 7 this point is the impact of the judge
 8 changing it from a Chapter 11 to a Chapter 7
 9 proceeding and how that impacted the closing
 10 of the business.
 11 A. The landlord went to the bankruptcy judge
 12 and said that I had not paid the last two
 13 months rent and I had bounced two checks on
 14 him. I never bounced ever a check on this
 15 guy, ever. And he told the judge that I
 16 neglected to pay the water bill, and he said
 17 that I neglected to pay the meals tax which
 18 was incorrect also because we paid it every
 19 two months. I had it submitted from -- the
 20 bookkeeper had it submitted to me. I signed
 21 it and sent it over to the accountant. The
 22 accountant and CPA filled out the proper
 23 forms and then submitted it, and then we
 24 wrote the checks.

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1 Q. Okay.
 2 A. Some people don't pay their taxes for a
 3 year. It takes that long to calculate some
 4 of the big businesses. This was a two-month
 5 --
 6 Q. Who was your accountant?
 7 A. Joe Mavilio.
 8 Q. Joe?
 9 A. Joseph Mavilio, M-A-V-I-L-I-O.
 10 Q. Where was he out of?
 11 A. He's out of Wakefield.
 12 Q. Is he still there?
 13 A. Yes, he is.
 14 Q. Okay. And was he your accountant for
 15 Scuttlebutts?
 16 A. Yes.
 17 Q. So did your landlord intervene somehow in
 18 the bankruptcy action?
 19 A. (Witness indicates).
 20 Q. Is that yes?
 21 A. Yes. They also -- he also by intervening --
 22 what he did is he also put in a fraudulent
 23 claim for back rent which never included,
 24 and so I mean this was what they were doing.

31 (Pages 118 to 121)

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- 1 Q. What was the time period that the judge
2 changed it from a Chapter 11 to a Chapter 7
3 bankruptcy?
4 A. A few weeks.
5 Q. Now, about when was it?
6 A. I have no idea. It was after the place
7 closed probably first of September or
8 somewhere around there. And this was -- I
9 don't know. It was the end of -- it was the
10 end of August sometime. I don't know
11 exactly when and what dates but --
12 Q. Let's just go over the time line briefly.
13 When approximately was it when Scuttlebutts
14 first declared bankruptcy or filed for
15 bankruptcy?
16 A. April of 2001.
17 Q. Okay. And do you know when the landlord
18 filed suit against you in superior court?
19 A. Somewhere in 2001.
20 Q. Before or after the bankruptcy?
21 A. Before.
22 Q. And that's when your attorney advised you to
23 file for bankruptcy?
24 A. Correct.

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- 1 Q. Okay. And you filed for Chapter 11
2 bankruptcy?
3 A. Yes.
4 Q. And then it was in August of 2001 that the
5 superior court declared that the lease was
6 broken and that you were to vacate the
7 premises?
8 A. Yes. Somewhere around there.
9 Q. And it was sometime in August of 2001 that
10 you were issued a notice to quit?
11 A. I don't know exactly what the date was
12 whether it was August or September. It was
13 somewhere in that vicinity.
14 Q. And as a result of receiving that notice to
15 quit, that's when you packed up what you
16 could and vacated the premises?
17 A. Right.
18 Q. And then sometime subsequent to that,
19 sometime after that, the judge in the
20 bankruptcy court changed this from a Chapter
21 11 bankruptcy to a Chapter 7 bankruptcy?
22 A. No.
23 Q. When did that happen?
24 A. We wouldn't have had to vacate the premises

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- 1 if it stayed in 11. The only time when you
2 have to vacate the property is when they
3 change it from 11 to 7. When he did that --
4 and I don't know the date -- that's when we
5 were forced to vacate the premises. Cease
6 and desist is the way they put it in
7 writing.
8 Q. So after the superior court judge's ruling
9 that the lease was broken, you didn't
10 immediately have to vacate the premises
11 because at that point in time, you were
12 still in Chapter 11 bankruptcy?
13 A. He filed for bankruptcy to offset that legal
14 decision, right.
15 Q. So the lease was declared broken, but you
16 didn't yet have to leave because it was in
17 Chapter 11 bankruptcy; correct?
18 A. I don't know exactly how it was -- how the
19 procedure went, but that's what it was.
20 Once it came down that we were supposed to
21 vacate the premises --
22 Q. Who did that come down from?
23 A. By superior court judge in Salem. At that
24 point, the attorney said, we will file for

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- 1 bankruptcy until we work this out, and
2 that's what we did.
3 Q. So it was after the lease was declared
4 broken that you filed for bankruptcy?
5 A. Right.
6 Q. And then it wasn't until it was changed from
7 Chapter 11 to Chapter 7 that you had to
8 actually vacate the premises?
9 A. Correct.
10 Q. Changing gears here, you sent a letter to
11 the division of insurance with respect to
12 your dealings with Medallion Insurance; is
13 that right?
14 A. Yes.
15 MS. FLORIO: I'm going to have this
16 marked as the next exhibit.
17 (Exhibit No. 26, Package of
18 Information, so marked.)
19 Q. Exhibit 26 is a package of information that
20 appears to be what you filed with the
21 division of insurance.
22 A. Right.
23 Q. Is that right?
24 A. Yes, it is.

32 (Pages 122 to 125)

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1 Q. You sent them a package of information with
2 documents to support your claim?
3 A. Yes.
4 Q. And then you had a handwritten --
5 A. Pretty long.
6 Q. -- five-page letter, right?
7 A. Right.
8 Q. Okay. And the letter outlines your various
9 concerns with respect to Medallion; is that
10 right?
11 A. Yes.
12 Q. And then the beginning of the letter starts
13 outlining the series of events with respect
14 to your personal property; is that right?
15 A. Yes.
16 Q. And it says you had removed everything but
17 your personal property to a warehouse?
18 A. Right.
19 Q. And it was the personal property that you
20 left and were going to go back and get,
21 right?
22 A. Yes.
23 Q. The first issue is the personal property,
24 and the second issue was disability income.

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1 Do you see that?
2 A. Yes.
3 Q. And you said that you purchased the policy
4 it was for \$1,500 a week?
5 A. Correct.
6 Q. And according to this, you were told that
7 you didn't have a disability policy; is that
8 right?
9 A. He told me I didn't have one, right.
10 Q. Okay.
11 A. He said I didn't have anything. That's
12 basically what he said.
13 Q. The third thing listed here is the claim
14 that was against Cai's case, and it says
15 while moving to a new location and
16 divorcing, you never got notice from your
17 attorney on the attachment to your property,
18 right?
19 A. Correct. They neglected to let me know what
20 the procedure was. I -- obviously my wife
21 held onto all the certified mail as to what
22 steps they were taking. But in addition to
23 that, and more importantly, Medallion had
24 heard -- was working hand in hand obviously

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1 with the insurance company, and they
2 neglected to contact me. And he had my cell
3 phone, came to the house and came to the
4 bar, and I never heard anything from him.
5 Q. And from what I understand, you received one
6 or maybe two letters from Joseph Cuttichia's
7 attorney back in 1998, right?
8 A. Yes.
9 Q. And it was that first letter that you
10 testified to that you gave to John
11 D'Addario?
12 A. Yes.
13 Q. It's come to my attention from your attorney
14 that you don't have a copy of the letter you
15 gave to D'Addario?
16 A. No. Whatever I got a claim over the 15
17 years, I would call up Jack, come on down,
18 and I hand it to him.
19 Q. So the answer to my question is you don't
20 have a copy of the letter?
21 A. Correct.
22 Q. What I said is correct, right?
23 A. Correct.
24 Q. And aside from that initial letter that you

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1 claim you gave to D'Addario, you didn't
2 receive these other notices of the lawsuit
3 and the filing of the claims because they
4 were going to your wife?
5 A. Correct. I received one letter of another
6 intention. You know, it was another step up
7 as opposed to the initial injury supposedly,
8 and I laughed it off because I was there
9 every day, and it didn't happen. So I
10 didn't receive anything from the police
11 department, and so I know it didn't happen.
12 The liquor board didn't contact me which
13 they normally do, and so I know that was the
14 third verification that it didn't happen.
15 When I got the letter again, and I don't
16 know if he changed attorneys, I said, Jack,
17 you're supposed to take care of this, take
18 care of it. It was all right, all right,
19 all right. And this was the whole
20 procedure. He just kept blowing everything
21 off constantly and constantly.
22 Q. Aside from the initial letters, you didn't
23 receive the other documentation regarding
24 the claim?

33 (Pages 126 to 129)

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1 A. No. No.
 2 Q. And your wife had that, right?
 3 A. She had all the correspondence, right.
 4 Q. As part of what you produced to the
 5 insurance company, this is the same letter
 6 we were talking about before?
 7 A. That's the one.
 8 Q. You will see it's the same letter we marked,
 9 right?
 10 A. That's the one I was looking for, correct.
 11 Q. So let me just finish. The other one we
 12 marked had "file" on it because it was the
 13 file copy. But you see this is the one you
 14 received because it has the letterhead on it
 15 and it's signed?
 16 A. Correct.
 17 Q. Now, is this your handwriting on this page?
 18 A. Yes.
 19 MS. FLORIO: And why don't we mark
 20 this so we can talk about it more clearly.
 21 (Exhibit No. 26A, Document, so
 22 marked.)
 23 Q. We marked this as Exhibit 26A, and this is
 24 part of the documents that you submitted to

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1 the division of insurance?
 2 A. Yes.
 3 Q. And this is Chapter 11 monthly operating
 4 report. Do you see that?
 5 A. Yes.
 6 Q. Is this your handwriting?
 7 A. Yes, it is.
 8 Q. And we required as part of the Chapter 11
 9 bankruptcy to submit these monthly operating
 10 reports?
 11 A. Yes.
 12 Q. And you had to provide documentation of your
 13 insurance?
 14 A. Correct.
 15 Q. Okay. And you filled out this form to
 16 indicate that you had insurance through --
 17 well, you had what is it, the standard
 18 insurance? Is that like the Standard
 19 Financing Company?
 20 A. Yes, it is.
 21 Q. And that was the financing agreement number
 22 here 343095?
 23 A. Correct.
 24 Q. And then it lists the liability policy that

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1 you had?
 2 A. Yes.
 3 Q. Policy No. LGL012603?
 4 A. Yes.
 5 Q. And the worker's compensation policy that
 6 you had, Policy No. WC60291018?
 7 A. Yes.
 8 Q. And other, was this the liquor liability
 9 policy? I think we referred to that policy
 10 number before.
 11 A. I don't know if that is or not. That says
 12 GHL. Liquor liability is listed on the
 13 other breakdown sheets as LLL, liquor
 14 liability policy. So it would be LLP.
 15 Q. Let me just show this to you so we can just
 16 confirm it.
 17 A. Okay.
 18 Q. On these three cover letters we went over,
 19 we had the general liability policy, the
 20 worker's compensation and the other general
 21 liability policy which was for the liquor
 22 liability, right?
 23 A. No -- no. This doesn't say this. This
 24 would -- general liability would include all

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1 the different -- you know, the other sheet
 2 of paper you had with all the different
 3 variation of the subtitles.
 4 Q. Let me pull it up for you.
 5 A. Dram shop which includes falling down, a
 6 fight in the bar or employees, patrons.
 7 Q. Okay.
 8 A. All that stuff.
 9 Q. Okay. As part of Exhibit 2, let me just
 10 show you, this is the declaration page for
 11 policy GHL01324, right?
 12 A. Right.
 13 Q. That's the policy you reference on Exhibit
 14 26A?
 15 A. Yes.
 16 Q. And you will see here that's for the liquor
 17 liability policy, right? That's the only
 18 premium listed here on this cover page?
 19 A. Yes. But this would say liquor liability
 20 LLC. This shouldn't say G. This is under
 21 general. How could that be --
 22 Q. But you do agree --
 23 A. Right. This is the master liability so
 24 that's what I mean.

34 (Pages 130 to 133)

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1 Q. Hold on.
 2 A. That's \$4,000.
 3 Q. Hold on one second. We already got the
 4 general liability. And just looking at the
 5 policy number here, this is also the same
 6 company Lloyd's of London?
 7 A. Correct.
 8 Q. It has your liquor liability coverage with
 9 the \$4,000 premium?
 10 A. Right.
 11 Q. And it has Policy No. GHL01346 at the top?
 12 A. Yes. All right.
 13 Q. Okay.
 14 A. The other one is a liability.
 15 MR. CARNAHAN: 346 did you say?
 16 MS. FLORIO: I'm sorry. It's 342.
 17 Thanks, Dan.
 18 A. That's the other variation of liability.
 19 Q. So you got the liability, the worker's comp
 20 and liquor liability?
 21 A. Yes.
 22 Q. That's what you listed on the report to the
 23 bankruptcy court, right?
 24 A. Right.

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1 Q. When you submitted your claim to or your
 2 complaint rather to the division of
 3 insurance, you stated you wanted to be
 4 reimbursed for three things, your claim
 5 against you by Joe Cuttichia to the claim
 6 for items stolen under jurisdiction, and
 7 responsibility of the keeper of 53 Lafayette
 8 Street in Salem?
 9 A. Yes.
 10 Q. And 3, your claim for disability income that
 11 you purchased and paid for from Medallion
 12 Insurance?
 13 A. Correct.
 14 Q. What happened after you submitted this claim
 15 to the division of insurance?
 16 A. I spoke with him and I followed up, and he
 17 called me back and said that -- oh, no. He
 18 sent me a letter. And included, he said he
 19 spoke with Medallion and that the only form
 20 of insurance that I had was canceled. And a
 21 piece of paper that he sent me was with
 22 Medallion sent and circled cancellation as
 23 of November 2001 which was ridiculous
 24 because we were closed, and he knew that the

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1 first of September.
 2 Q. Okay.
 3 A. So that was like a quick way for them to get
 4 out of it and say he had no insurance and
 5 look, it was canceled. Of course we were
 6 canceled. We were closed for three months.
 7 That's the type of business he did and they
 8 did for that matter. He recommended to me
 9 to get an attorney and that they couldn't
 10 handle that.
 11 Q. Okay. So in response, you wrote this
 12 follow-up letter; is that right?
 13 A. Yes.
 14 (Exhibit No. 27, Two-Page Letter, so
 15 marked.)
 16 (Exhibit No. 28, Two-Page Document,
 17 so marked.)
 18 Q. Showing you Exhibit 28 and Exhibit 27, here
 19 you're referencing the response received
 20 from John D'Addario, and that's the response
 21 that I marked as Exhibit 28, right?
 22 A. Yes.
 23 Q. So although I marked them out of order,
 24 Exhibit 27 was in response to Exhibit 28,

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1 right?
 2 A. Yes.
 3 Q. Okay. Now, Mr. D'Addario said in this
 4 letter to the division of insurance that the
 5 last insurance policies written by my agency
 6 or a general liability, liquor liability and
 7 worker's compensation. Do you see that?
 8 A. Yes.
 9 Q. Then it goes on to explain that in
 10 January the package policy was offered to
 11 you for a premium of \$19,757. Do you see
 12 that?
 13 A. Yes.
 14 Q. And that it wasn't accepted?
 15 A. Correct.
 16 Q. Do you see that?
 17 A. Yes.
 18 Q. And it wasn't accepted because the premium
 19 was too expensive?
 20 A. Under the liquor liability.
 21 Q. Okay. And so that finance agreement wasn't
 22 signed, right?
 23 A. Correct.
 24 Q. Okay. And then in March, the general

35 (Pages 134 to 137)

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1 liability, liquor liability and worker's
 2 compensation policy was written for the
 3 lower premium; correct?
 4 A. Correct.
 5 Q. And the lower premium was \$7,160; is that
 6 right?
 7 A. No. Because -- no. Because I gave him a
 8 deposit of like \$4,800 or \$4,600 or
 9 something like that.
 10 Q. Okay. And in addition to the amounts that
 11 were financed, you gave them a separate
 12 check?
 13 A. Yes.
 14 Q. Now, do you have the canceled check for
 15 that, or was that part of what was left and
 16 isn't available?
 17 A. No. I submitted that to you, the deposit.
 18 And I told the other attorney last time I
 19 was here. He had it. It was \$4,400 or
 20 \$4,600 or \$4,200. That was the contention
 21 of how they took the available money in
 22 deposit and, you know, placed it on which I
 23 think is exactly what happened with the
 24 liquor liability along with the boat.

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1 Q. Okay. Are you referring to this check? Is
 2 that what you're talking about, the date of
 3 March --
 4 A. Yes. It was \$6,800.
 5 Q. Let's just go over this real quick. This is
 6 Exhibit 15. Now, you see if we look at the
 7 signed finance agreement for the policies
 8 that are effective March 22, 2001, you see
 9 that the total premiums for the policies
 10 that were financed through this particular
 11 finance agreement was \$9,191?
 12 A. Correct.
 13 Q. And then that required the cash down payment
 14 of \$2,297.75?
 15 A. Correct.
 16 Q. And when we flip through to the last page,
 17 we see that you paid the deposit of
 18 \$2,297.75?
 19 A. Right.
 20 Q. And then in return, Standard Funding,
 21 because you're financing this, they write a
 22 check on your behalf to pay the other
 23 premiums and the outstanding balance which
 24 was \$6,893.25. Do you see that?

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1 A. Correct.
 2 Q. And then, in turn, you have monthly payments
 3 through the funding?
 4 A. Yes.
 5 Q. Okay. So when you finance something with
 6 the finance company, like in this case, you
 7 have to put that initial cash down payment?
 8 A. Yes.
 9 Q. That initial deposit?
 10 A. Yes.
 11 Q. That's what you did in this case?
 12 A. Yes, I did.
 13 Q. Now, when you said that there was the
 14 initial down payment of \$4,500, were you
 15 referring to this down payment of \$2,200 and
 16 change?
 17 A. No. I don't remember -- that 22 is one of
 18 it. I don't know if the other policy
 19 required more. I just remember seeing a
 20 check for like 40, 40 something, \$4,000 made
 21 out to them. That could have been --
 22 Q. Made out to whom?
 23 A. To Medallion.
 24 Q. Do you have a copy of that check?

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1 A. I think I submitted it to you.
 2 MS. FLORIO: Mr. Carnahan, do you
 3 have a copy of that?
 4 MR. CARNAHAN: I don't think I do. I
 5 might but I don't think I do.
 6 Q. Okay. Was the other check that we went over
 7 on Exhibit 17, this bank check which says
 8 April, May, June was insurance payments,
 9 right?
 10 A. (Witness indicates.)
 11 Q. Is that yes?
 12 A. Yes.
 13 Q. And that's for \$2,569.74, right?
 14 A. Correct.
 15 Q. Okay. And that references on the first page
 16 the three policies, right?
 17 A. No. I know what it was. No. You went back
 18 to this. I'm sorry. The April, May and
 19 June, he sent me -- he says, you know, you
 20 have to redo this and renew the policies
 21 because it's going to be running out as of
 22 March or something like that. And then they
 23 submitted that initial 19,000, and I says,
 24 that's too much for that. And then we

36 (Pages 138 to 141)

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1 renegotiated. And then Jack, like he
2 normally did, blows everything off and
3 doesn't come back. And I find -- when I
4 call him back and I says, where's the
5 renewal policy, he says, you haven't had any
6 insurance for a couple of months.
7 Q. Okay.
8 A. I said how could that be? Well, you know,
9 like I said before, this is the payment --
10 this is the payment I made to pay for those
11 months, and then he ran down with the new
12 policy. You see what I'm saying? There was
13 a check for \$4,000 on the deposit on the
14 renewal. This is just to catch up because
15 he allowed it to lapse after the initial
16 declaration.
17 Q. We already went over that this Standard
18 Funding agreement was for the March 2001
19 renewal, right?
20 A. Right.
21 Q. Okay. And you're saying after you agreed on
22 this renewal, the policy lapsed, and so you
23 had to then write a check to Standard
24 Funding to make up for those payments --

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1 A. Yes.
2 Q. -- that weren't made?
3 A. Right. Because Jack D'Addario did not
4 follow up with what -- he was supposed to be
5 working there, and then they said he got
6 fired.
7 Q. Now, did you make the payments -- on the
8 Standard Funding agreement, it looks like
9 the payments were \$792.49, right?
10 A. Correct.
11 Q. Did you make those through Medallion or
12 directly to Standard Funding?
13 A. No. Directly to Standard Funding. You have
14 a copy of the cut sheet there.
15 Q. Once the policy was set up with Standard
16 Funding, you dealt directly with them,
17 right, in terms of making those \$700
18 payments?
19 A. Correct.
20 Q. In looking at Exhibit 25, there's another
21 monthly operator report for the month of
22 June '01 for the bankruptcy court, right?
23 A. Yes.
24 Q. And this references your insurance; correct?

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1 A. Yes.
2 Q. And it references the \$792.49 monthly
3 payment that you had, right?
4 A. Yes.
5 Q. Okay. And that's the same thing for the
6 July report to the bankruptcy court?
7 A. Yes.
8 Q. Because that was the agreement you had with
9 Standard Funding, right?
10 A. Yes.
11 Q. And then you have this monthly operating
12 report with the detailed listing of the
13 disbursements with the July '01 date on it,
14 right?
15 A. Yes.
16 Q. And then this references the Check No. 1001
17 to Standard Insurance, right?
18 A. Correct.
19 Q. And that amount is for \$689.46?
20 A. Yes, it is.
21 Q. Okay. And then in the June breakdown, we
22 see that there's the June 15, '01 Standard
23 Funding payment that we talked about is
24 Exhibit 18 for \$2,569.74, right, this one

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1 right here the Standard Funding?
2 A. Yes.
3 Q. So you're reporting all of these payments to
4 the bankruptcy court, right?
5 A. Correct.
6 Q. In looking at Exhibit 25, Attorney Carnahan
7 references Attachment No. 4 which is all of
8 these, you know, delivery attempts and court
9 documents, and it represents that these were
10 the documents retained by your wife; is that
11 right?
12 A. Yes.
13 Q. And those were the letters and notices that
14 you didn't receive until after the lien was
15 placed on your property, right, because your
16 wife had them?
17 A. That was seven months into the divorce that
18 she refused to spend any --
19 Q. My question to you is that you didn't have
20 these until after the lien was --
21 A. I don't know when the lien was put on
22 because I didn't receive anything.
23 Q. Okay.
24 A. I don't know when it was put on.

37 (Pages 142 to 145)

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1 Q. Okay. In any event --
 2 A. But the attempt was and they kept sending
 3 notifications to the house, and she just
 4 kept signing for it and keeping it.
 5 Q. Do you know when she ultimately gave you
 6 these documents?
 7 A. No. It was -- I don't know. She held onto
 8 them for about eight months, seven, eight,
 9 nine months. I finally had to call her
 10 attorney and say I was going to go to court
 11 unless she handed me over and gave me the
 12 bag of mail to me, and then she finally met
 13 me in Belmont and gave me the bag. It was
 14 2003.
 15 Q. Just going through these documents produced
 16 by your attorney, there's some documents
 17 here with respect to your disability about
 18 your knee.
 19 A. Yes.
 20 Q. It says that you had some treatment at
 21 Beverly Hospital, you had some x-rays it
 22 looks like. And then there's also a record
 23 from a Eugene Ostroff, and I know you also
 24 referenced one other doctor.

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1 A. Sweetland.
 2 Q. So other than those medical providers, can
 3 you tell me where else you received
 4 treatment with respect to your knee?
 5 MR. CARNAHAN: What time period?
 6 Q. Well, let me just back up. Your claim is
 7 you became disabled sometime in August of
 8 2001, right?
 9 A. No. I got hurt in three different stages
 10 and the worst one happening in August where
 11 I could not -- could not walk or do
 12 anything, but initially it was in '99, and
 13 then I hurt it again in 2000. And in 2001,
 14 which is verified by that last doctor as
 15 quote saying, the straw that broke the
 16 camel's back, and that's when I could not
 17 ride the bike, could not walk, could not
 18 play basketball, couldn't do anything.
 19 Q. We talked about the fact that you never made
 20 a disability claim prior to August of 2001
 21 because prior to that time you were still
 22 able to work, although you had problems, you
 23 were still able to work and it wasn't until
 24 the August 2001 time period that you became

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1 fully disabled?
 2 A. I hurt my knee in '99, and I went to the
 3 hospital. It was bad, but it wasn't nearly
 4 as bad as in 2000. Then I hurt it again,
 5 and then that's when I had to curtail most
 6 of my activities. I had to go on a Monday,
 7 Tuesday and Wednesday. I had to be in the
 8 office on the couch because I couldn't stand
 9 up. It would swell up, and I could not
 10 stand.
 11 Q. When was that?
 12 A. Right around 2000, 2001 definitely. And
 13 then when we moved, when I started moving
 14 all that stuff around, I had hurt it. I was
 15 the only one in that place at 8:00 in the
 16 morning. No one else came in until 10:00 or
 17 11:00.
 18 Q. Other than Dr. Sweetland, did you treat with
 19 any other physicians with respect to your
 20 knee?
 21 A. Just the people that the state sent me to
 22 under the Social Security.
 23 Q. Okay.
 24 A. There was a person in Woburn I saw.

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1 Q. Do you know who that was?
 2 A. No.
 3 Q. Do you have any of the documentation with
 4 respect to your Social Security Disability?
 5 A. Sure.
 6 Q. When did you first apply for Social Security
 7 Disability?
 8 A. I think it was the end of 2001.
 9 Q. Okay.
 10 A. Right around there. November, December I
 11 think. There was a waiting period, you
 12 know.
 13 Q. Okay.
 14 A. There's a waiting period, and then they do
 15 an evaluation, and then they send you to all
 16 these different doctors. Then once you get
 17 cleared for that, they take back six months
 18 to a year, and then they start paying you.
 19 Q. Okay.
 20 A. I think it was in somewhere around October.
 21 Q. And when did you move to Florida?
 22 A. Last February.
 23 Q. February '04?
 24 A. Yes.

38 (Pages 146 to 149)

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1 Q. Okay. So you had to fill out an application
2 for Social Security Disability?
3 A. Yes.
4 Q. And did anyone help you fill that out?
5 A. There was a representative up in Salem.
6 Q. An SSDI representative?
7 A. Yes.
8 Q. You didn't have an attorney or anything help
9 you?
10 A. No.
11 Q. And other than filling out an application,
12 did you have to submit anything else?
13 A. Yes. I had to go see doctors. I had to
14 submit -- well, they did all the
15 investigation.
16 Q. But what you had to submit was the
17 application, and then they did an
18 investigation to determine whether or not
19 you were disabled?
20 A. Right.
21 Q. And they did that investigation --
22 A. Yes.
23 Q. -- and determined that you are disabled?
24 A. Yes.

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1 Q. Did they determine that you're totally
2 disabled?
3 A. Yes.
4 Q. And when did they make that determination?
5 A. 2002 I think.
6 Q. Okay. Do you know about when?
7 A. No.
8 Q. Okay.
9 A. Because they hold back the six months. I
10 think they disregard six months or something
11 like that. I don't know exactly when. I
12 have the documentation if you need it.
13 MS. FLORIO: I would like to make a
14 request for that.
15 Q. And you also saw a physician in Woburn who
16 conducted an evaluation of you?
17 A. I saw three doctors associated with the
18 state. I saw my doctor, and they sent me to
19 three other ones.
20 Q. You saw Sweetland?
21 A. Yes.
22 Q. Okay. Then they sent you to three
23 additional doctors?
24 A. No. They saw the documentation from

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1 Sweetland, and I think they sent me back to
2 Sweetland. And then they -- you have to
3 have an impartial. They sent me to another
4 doctor, and then they sent me to their own
5 private.
6 Q. Okay.
7 A. So I saw three knee specialists.
8 Q. And you're not aware of their names as you
9 sit here today, but you can obtain that
10 information?
11 A. Yes.
12 Q. And was it in 2000 that you saw these
13 physicians?
14 A. I saw three or four or five doctors over a
15 three-year period. I don't know how many --
16 but yes. They were all different ones.
17 Q. And other than the doctors that you saw and
18 for the state to determine your eligibility
19 and Dr. Sweetland, who was your treating
20 physician, did you see any other physicians
21 with respect to your disability?
22 A. No. Like I said, there was one in -- there
23 was one in Woburn, and there's one in
24 Boston.

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1 Q. I'm just talking about your treating
2 physician. Was Sweetland the only one that
3 was treating you?
4 A. You just said my disability. For my
5 disability, for the social security?
6 Q. No. When I refer to your disability, I
7 meant, you know, your injury here and not
8 just with respect to getting the disability
9 income. I want to know Dr. Sweetland was
10 your treating physician, right?
11 A. Right. I saw Dr. Sweetland three different
12 occasions and how it got progressively
13 worse, and then he says that it's the worst
14 thing he has ever seen and that I need a
15 knee replacement. But because of the
16 complications with the infection I had over
17 that, that had to be taken into
18 consideration. Because now if you go on the
19 table with the bacteria that's been there
20 since '72 in the small cartilage operation I
21 had, there still exists bacteria which would
22 cause serious complications with a knee
23 replacement.
24 Q. So you haven't had a knee replacement?

39 (Pages 150 to 153)

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1 A. No. And I don't intend to.
 2 Q. Back to my question, have you treated with
 3 any other physicians other than Sweetland?
 4 A. Went to the hospital, two different
 5 hospitals two different times.
 6 Q. Which hospitals?
 7 A. Beverly Hospital was one, maybe the
 8 Wakefield Hospital. I mean I saw an intern,
 9 you know, up in Beverly Hospital, and he put
 10 me in a walking splint and gave me
 11 medication. He told me to go see a
 12 specialist. I mean that's what they do at
 13 the hospital. They took an x-ray. Then I
 14 went back to Sweetland. I went to -- I saw
 15 a lot of doctors. But there was -- I went
 16 to the hospital twice, two different
 17 hospitals and two, three, four different
 18 doctors.
 19 Q. I need to have a list of the different
 20 places that you treated so I can obtain
 21 those records.
 22 A. I think you have most of them there.
 23 Q. Let me just make sure I have an
 24 understanding of everything that is

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1 included. We have Beverly Hospital,
 2 Wakefield Hospital, Sweetland and then the
 3 physicians you saw through obtaining Social
 4 Security Disability?
 5 A. I will give you all the lists of all the
 6 doctors and all the recommendations and
 7 everything that you can have. I will get
 8 everything there for you.
 9 Q. What do you receive in Social Security
 10 Disability?
 11 A. I receive \$1,178 a month.
 12 Q. Do you receive any other income?
 13 A. No.
 14 Q. Do you have to periodically be evaluated for
 15 Social Security Disability, or is that
 16 done --
 17 A. They told me that every two years they
 18 evaluate to see if you're still, you know,
 19 hurt enough to continue with it, but I
 20 haven't heard anything. And the last two
 21 doctors I saw, they said you need a knee
 22 replacement; and therefore, we are satisfied
 23 you're totally disabled. That was it. That
 24 was brought up at the workman's comp

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1 hearing.
 2 Q. Did you have to have a hearing or anything
 3 with respect to the Social Security
 4 Disability?
 5 A. No.
 6 Q. Okay.
 7 A. They just notify you after you submit all
 8 the paperwork, and they contact the doctors
 9 in their evaluations.
 10 Q. Okay. And you tried to work the last time
 11 was the Blue Parrot, right?
 12 A. Yes.
 13 Q. And that was in the fall of 2001?
 14 A. Yes.
 15 Q. And that was on Route 1 in Peabody?
 16 A. Yes.
 17 Q. Is it still in existence?
 18 A. No.
 19 Q. As far as you're aware, when was the last
 20 time it was in existence?
 21 A. It's been four or five businesses since I
 22 left, and now it's not a bar anymore. It's
 23 not a restaurant. I don't know what it is
 24 up there. I haven't been there. But

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1 there's been four different.
 2 Q. Where was it on Route 1 in Peabody? Are
 3 there other landmarks near there?
 4 A. It was up by the trailer park before
 5 Fridays.
 6 Q. And if you're heading north, is it on the
 7 right side?
 8 A. Right-hand side, yes.
 9 Q. And who were the individuals that you were
 10 planning to go into business with?
 11 A. Joe Bocelli.
 12 Q. Was it just that one person? He was the
 13 person that auctioned off the equipment you
 14 received, you bought from the bankruptcy for
 15 \$5,500?
 16 A. Yes.
 17 Q. And you found out after the fact?
 18 A. I tried to go get my equipment back because
 19 I put all brand new stools there, all new
 20 TVs, all of the equipment, the whole works,
 21 and then he was just -- we just found out
 22 what he had done in the past with a couple
 23 of other people, and we just really didn't
 24 want any part of him. So we went up to

40 (Pages 154 to 157)

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1 collect all the equipment and stuff like
2 that, and he wouldn't let us take it. And
3 then when I contacted him, I found out
4 through a newspaper article that he was in
5 conjunction with someone else selling -- was
6 holding auctions at some location and sold
7 everything.

8 Q. Okay. Do you know Rhonda Fogel?

9 A. No.

10 (Exhibit No. 29, Settlement
11 Statement, so marked.)

12 Q. On Exhibit 29, this is the settlement
13 statement at the time of the closing that
14 indicates the amount of money that was paid
15 to Steve Whitman's office for the Cuttichia
16 claim, right?

17 A. Yes.

18 Q. It says it was \$35,000?

19 A. Correct.

20 (Exhibit No. 30, Letter, so marked.)

21 Q. Exhibit 30 is the letter from Whitman's
22 office indicating they would accept the
23 \$35,000 in full settlement; correct?

24 A. Correct.

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1 Q. I'm just about finished. I just have a
2 couple of other questions. There are a
3 couple of other lawsuits that you have been
4 involved in prior to this one, right?

5 A. Correct.

6 Q. And I definitely do not need the details.

7 A. Why not?

8 Q. Because I have places I need to be.

9 A. Well --

10 Q. So I'm looking here, and there's this
11 Picardi V. Caiazzo. Do you remember that?

12 A. No. I think that was through the bar. That
13 was another -- there was an insurance claim
14 I believe, yes.

15 Q. It was filed in 1995, and you were one of
16 the defendants?

17 A. Right.

18 Q. Okay. And who was your attorney, was it
19 Daniel Gibson?

20 A. Never heard of Daniel Gibson.

21 Q. Patricia Nigro?

22 A. Nigro, yes.

23 Q. Was that your attorney?

24 A. Yes. Well, no. She didn't handle -- she

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1 wouldn't have handled that one. How did

2 Patricia Nigro get up there?

3 Q. So do you know what this claim was about?

4 A. Picardi was someone who had filed a claim at
5 the bar and said he got in a fight or
6 something like that.

7 Q. Okay. So it was a claim against --

8 A. Donna's Pub, Inc.

9 Q. Was that claim settled?

10 A. Yes.

11 Q. And then there's Morabito vs. Caiazzo, and
12 that was filed in 1992?

13 A. Correct.

14 Q. And you were a defendant in that case?

15 A. Correct.

16 Q. Who was your attorney? Was it George
17 Warren?

18 A. Correct.

19 Q. What was that case?

20 A. That was the landlord of the first bar that
21 neglected to keep the premises in working
22 order.

23 Q. Landlord for which bar?

24 A. First bar. This is Caiazzo's Play-off Pub.

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1 Q. What was the resolution of this claim?

2 A. Resolution was that the 15 people went to
3 court to force him out of there as they all
4 owned a piece of it because the place was
5 run down, and it brought him to court --
6 what's the word they use? I forget the
7 term. They force him to sell it so they can
8 all get the piece of the action because he
9 was allowing the building to go down, go
10 into disarray.

11 Q. Was --

12 A. That's when we built Cai's.

13 Q. Did your brother have a cross-claim against
14 you in this?

15 A. Yes. I filed suit against him, and he filed
16 suit against me.

17 Q. Then you had to pay him \$2,400 to settle it?

18 A. Yes.

19 Q. Then there's Clifford vs. Caiazzo?

20 A. Yes.

21 Q. Do you remember that?

22 A. Certainly do. I remember all these people.

23 Q. And John Froio represented you?

24 A. Right.

41 (Pages 158 to 161)

Page 162

- 1 Q. And you were a defendant in that case?
 2 A. Yes.
 3 Q. This had something to do with Donna's Pub?
 4 A. What was the name on that again?
 5 Q. Clifford vs. Caiazzo.
 6 A. Yes.
 7 Q. Was this a personal injury claim that
 8 happened at the pub?
 9 A. No.
 10 Q. What was this?
 11 A. Mr. Clifford was owed \$5,000 that he wanted
 12 to be a partner. He was a friend of my
 13 brothers. And I wouldn't allow him in. And
 14 as a result, he split, and my brother and I
 15 had a little beef over this, and he sent
 16 Mr. Clifford packing. And then he filed a
 17 lawsuit, wanted to settle for the money, and
 18 I told him in no uncertain terms what he
 19 could do with it. And another judge sitting
 20 over there awarded him -- I don't know. It
 21 was \$6,000 or something like that.
 22 Q. Was it \$13,693.56?
 23 A. Yes.
 24 Q. That's what the defendants had to pay the

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- 1 plaintiff in that case, right?
 2 A. That's correct.
 3 Q. He was someone who was claiming that he had
 4 some interest in the business?
 5 A. He had lent my brother money in the bar and
 6 wanted to get too close to everything. You
 7 know what I mean? If you know who he is,
 8 you would see why. You get in the bar
 9 business, and you run into all kinds of
 10 people.
 11 Q. It was some type of loan?
 12 A. Yes.
 13 Q. There's AJ Freddy, Inc. vs. Caiazzo?
 14 A. Correct.
 15 Q. A lot of people in this one?
 16 A. There's going to be more believe me. That's
 17 what Landolphi --
 18 Q. Tom Collins represented you in this one?
 19 A. No, he didn't. Kelley Landolphi did.
 20 Q. I see. Jenna's Pub and Donna's Pub were
 21 both named. And I see that Kelley Landolphi
 22 represented Jenna's, and Tom Collins
 23 represented Donna's? Does that make sense?
 24 A. You don't even want to know about that.

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- 1 Q. Was this the one involving the landlord?
 2 A. No. We were building Scuttlebutts. This
 3 kid came up to me and wanted to buy my bar.
 4 Q. AJ Freddy?
 5 A. And offered \$190,000 to purchase it. He
 6 gave me \$20,000 down. We drew up a purchase
 7 and sale. He neglected to show up on six
 8 consecutive occasions that we had settled
 9 for \$50,000, another \$50,000, and I was
 10 going to take back the rest of the paper.
 11 When he didn't show up, it was null and
 12 void.
 13 Q. Okay.
 14 A. He turned around and went to the landlord,
 15 and the landlord tried to sell it back to
 16 him. And this was where we filed suit
 17 against -- what is it called? Combined
 18 Properties. Combined Properties made an
 19 offer to settle, and I told him it couldn't
 20 be worth much more than what he was
 21 offering. Kelley Landolphi went in and
 22 represented it and screwed the whole thing
 23 up and told me not to show up.
 24 Q. Did Kelley Landolphi try the case?

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- 1 A. Yes.
 2 Q. Then there was a judgment against the
 3 defendants for \$42,125?
 4 A. Supposedly.
 5 Q. And then with interest it was \$75,566?
 6 A. Yes. I didn't hear too much of that because
 7 I wasn't allowed anywhere near the
 8 courtroom.
 9 Q. Okay.
 10 A. So that's one of the reasons.
 11 Q. Why was that?
 12 A. You tell me. I don't know. I was the one
 13 that was -- I was the one that lost the
 14 business over this, and I was the one that
 15 got stiffed in the money. And Kelley
 16 Landolphi wouldn't allow me to go in, and I
 17 don't know why. Then come to find out when
 18 I put all the pieces together after what he
 19 did to me up at the other bar, that's when
 20 we filed suit against him. I called the
 21 board of bar overseers on him for allowing
 22 himself to screw up the two businesses.
 23 Q. Did you end up paying this judgment?
 24 A. No.

42 (Pages 162 to 165)

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1 Q. Did they try to come after you for the
2 money?
3 A. Come after me for what? He owes me
4 \$190,000.
5 Q. So what happened after the judgment?
6 A. What happened?
7 Q. Yes.
8 A. I wasn't notified about the judgment for
9 four months. The attorney lied to me and
10 told me one thing, and come to find out
11 something else happened. I wasn't there to
12 hear anything. I was never given anything,
13 and that's when I called the board of bar
14 overseers. And then this is the next
15 procedure we are taking, so that goes hand
16 in hand with all my illustrious attorneys
17 that represented me.
18 Q. The BBO is the next thing. Is that what
19 you're saying?
20 A. Yes.
21 Q. But is AJ Freddy still trying to get the
22 money from you?
23 A. No. How can he get the money from me? He
24 owes me \$190,000. I'm going back to sue him

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1 and Combined Properties.
2 Q. Is Mr. Carnahan representing you in that?
3 A. We haven't discussed it yet. Combined
4 Properties offered me on four different
5 occasion "X" amounts of money. That's what
6 the thing was there.
7 Q. Did you pay the prior judgments against you?
8 A. What judgments against me?
9 Q. There was the one for a few thousand
10 dollars. Did you pay that one?
11 A. For who?
12 Q. Let me just flip back to it. Did you pay
13 Clifford?
14 A. Yes.
15 Q. Okay.
16 A. Back then I had more money than God. Well,
17 2,000, 10,000, 13,000 was peanuts compared
18 to aggravation that you're going through
19 when you're running a bar and everybody
20 wants to be a partner. After the bar and
21 after the attorneys screwed it up, that's
22 when you find out what the real
23 circumstances are.
24 Q. Then we have Donna's Pub vs. North Shore

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1 Community Newspaper.
2 A. Who?
3 Q. Donna's Pub, Inc. vs. North Shore Community
4 Newspaper?
5 A. Never heard of it.
6 Q. Do you know Michael Smith?
7 A. Yes.
8 Q. Was he your attorney?
9 A. Yes.
10 Q. You don't remember one way or the other as
11 to whether or not he filed a case against
12 North Shore Community Newspaper?
13 A. No.
14 Q. Western Alliance Insurance Company vs.
15 Picardi, and you're one of the other
16 defendants.
17 A. No. I don't remember that one either.
18 Q. Then let's see. Patricia Nigro was
19 defending you and then --
20 A. No.
21 Q. Kerri Bidgood? Do you remember Kerri
22 Bidgood?
23 A. No.
24 Q. Is that name familiar at all?

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1 A. Not at all. Patricia Nigro represented me
2 on my original knee injury back in 1997.
3 Q. This looks like a claim by an insurance
4 company with respect to whether they had a
5 duty to defend Donna's Pub for injuries
6 suffered by Michael Picardi?
7 A. I remember that one. That was what I was
8 telling you about. He got beat up
9 supposedly there, and that was it. But
10 Patty -- maybe she did it. I don't know.
11 Usually the insurance companies handled --
12 they handled it with a firm, and that was
13 it.
14 Q. And then this was a determination that the
15 insurance company had no obligation to
16 defend you. You had to hire your own
17 attorney to defend that?
18 A. No.
19 Q. Do you remember that?
20 A. No. Not at all.
21 Q. And you brought a claim against the Malden
22 Board of Licensing Commission? Do you
23 remember that?
24 A. No. Unless it had to do with the --

43 (Pages 166 to 169)

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1 Q. 1995?
 2 A. -- moving into the new facility. That may
 3 have been.
 4 Q. Michael Smith?
 5 A. Yes. Because I held two licenses, and you
 6 couldn't hold two licenses. You had to have
 7 a location for one. I was in the process of
 8 selling one and building another one.
 9 Q. Do you know David Guthro?
 10 A. Yes.
 11 Q. Was he your attorney?
 12 A. Yes, he was.
 13 Q. There was something back in early '90s. It
 14 says Caiazzo vs. Caiazzo.
 15 A. That was my brother.
 16 Q. Oh, I see.
 17 A. Yes. Because when we built the new
 18 location, that's when we split up. So he
 19 tried to just hold up the business, and so
 20 we just settled it. That was it.
 21 Everything is fine now.
 22 Q. There was an accounting issue with respect
 23 to who gets what in terms of money?
 24 A. No. There was no accounting at all because

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1 I was the president, I ran the whole show, I
 2 was there 24 hours, and my brother just
 3 wanted to be part of the new business that
 4 -- we couldn't allow it because he just --
 5 some people have the ability to work in a
 6 bar atmosphere, and some people don't. He
 7 didn't. I love him to death, and he knows
 8 that.
 9 Q. What happened? Did you settle?
 10 A. Yes. We settled. Best friends. Gave him a
 11 call. That was him on the phone right
 12 there.
 13 Q. Evans vs. Caiazzo?
 14 A. Yes.
 15 Q. Early '90s?
 16 A. Yes.
 17 Q. Do you recall that?
 18 A. Sure.
 19 Q. What was that about?
 20 A. Another one of my brother's friends.
 21 Q. George Warren represented you?
 22 A. Yes. He tried to buy in as a partner.
 23 Couldn't do it.
 24 Q. How did that one end?

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1 A. It ended when he's 66 years old and he's
 2 drinking a bottle of vodka by himself trying
 3 to pick up 21-year-old women and putting his
 4 hands on them left and right, and I threw
 5 him out of the bar so we just settled.
 6 Q. Did you make a payment to him?
 7 A. Yes.
 8 Q. What did you pay him?
 9 A. It was 20,000 or something.
 10 Q. And then Caiazzo vs. Medallion Insurance
 11 which is this one?
 12 A. I'm familiar with that.
 13 Q. And then there's Williams vs. Caiazzo?
 14 A. Correct.
 15 Q. John Andrews is your attorney?
 16 A. Yes.
 17 Q. And is this ongoing?
 18 A. No. I filed suit against these people. I
 19 filed suit against John and against
 20 Mr. Williams, and that was it. He just
 21 backed off. He was one of the contractors
 22 that never showed up. He was a pretty good
 23 friend of mine and still is, but he had to
 24 be fired.

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1 Q. So looks like this case was dismissed
 2 because Williams failed to go forward with
 3 the case?
 4 A. There was nothing to go forward on.
 5 Q. So nothing happened with that case, right?
 6 A. No.
 7 Q. But he was an employee --
 8 A. Yes, he was.
 9 Q. -- that brought suit against you?
 10 A. No. He was the employee that contracted to
 11 start building Scuttlebutts. He was caught
 12 drinking across the street seven consecutive
 13 days for two and a half hours, and he was
 14 fired on the spot. He could understand
 15 that.
 16 Q. Then do you recall another one where Western
 17 Alliance Insurance Company brought an action
 18 against you and --
 19 A. For what?
 20 Q. That's what I'm asking you. Do you recall
 21 this?
 22 A. No. Not at all.
 23 Q. It also --
 24 A. Who is Western Alliance? That's the one

44 (Pages 170 to 173)

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1 with my knee injury.
 2 Q. It involves a Michelle Bruno. Do you know a
 3 Michelle Bruno?
 4 A. Yes.
 5 Q. Who was that?
 6 A. She was a girl that had a fight with another
 7 girl at the bar. That's who it was. That's
 8 who Western is.
 9 Q. Did she make a claim?
 10 A. Yes.
 11 Q. And was Western Alliance, did they file suit
 12 to determine whether or not they had to
 13 defend the claim?
 14 A. Yes. They defended it.
 15 Q. They did?
 16 A. Yes.
 17 Q. Okay. Philbrook vs. Donna's Pub, Inc.?
 18 A. Who?
 19 Q. Philbrook, Melanie Philbrook?
 20 A. Doesn't ring a bell.
 21 Q. Donna's Pub and some type of negligence
 22 claim?
 23 A. Doesn't ring a bell. What kind of
 24 negligence?

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1 Q. Michael Williams?
 2 A. Michael Williams was the last one we talked
 3 about. I don't know a Philbrook.
 4 Q. Archibald vs. Donna's Pub from 1993?
 5 A. Yes.
 6 Q. Daniel Gibson represented you?
 7 A. Who?
 8 Q. Daniel Gibson.
 9 A. No. That was someone who had a speaker --
 10 she was watching -- she was standing next to
 11 a band that was playing, and she said a
 12 speaker fell on her knee.
 13 Q. What happened?
 14 A. Insurance company settled. What else could
 15 they do?
 16 Q. Donna's Pub vs. Liquor Liability Joint
 17 Underwriting Association from 1993, and it
 18 was also involving a Raymond Stock and
 19 Western Alliance Insurance Company.
 20 A. That's the same one as the one you mentioned
 21 before, Western Alliance.
 22 Q. This is a different one involving Western
 23 Alliance.
 24 A. Well, it isn't because I don't know anything

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1 about it. So if someone brought suit
 2 because of something at the bar, I handled
 3 it through the proper procedures. I don't
 4 remember that name at all.
 5 Q. Do you remember Stock vs. Donna's Pub?
 6 A. No.
 7 Q. Negligence claim?
 8 A. No. That's another dram shop insurance
 9 claim, but I don't remember that name.
 10 Stock?
 11 Q. Yes.
 12 A. I don't remember it. A lot of times what
 13 they do is they submit them like the other
 14 one, and the insurance company -- the law
 15 firm handles it, and then they either deal
 16 with it or they settle or what. I don't
 17 know.
 18 Q. So this one is Thompson vs. Grasshopper, but
 19 you were also a defendant in that case?
 20 A. Who was it?
 21 Q. It was Amy Lynn Thompson and Joyce Sellers
 22 against Cai's?
 23 A. No. Doesn't ring a bell. Who is the
 24 attorney?

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1 Q. Let's see here. There was John Dodge, James
 2 Riley, Scott Tucker, Michael Kuppens,
 3 Richard O'Neil.
 4 A. I don't know. It might have had to do with
 5 a fight or similar for what they did and
 6 they might had, you know, the firm just
 7 handled it. That doesn't ring a bell none
 8 of the names.
 9 Q. Do you think it was something to do with the
 10 dram shop?
 11 A. Yes. Probably. A lot of those get
 12 disregarded. You hear from them initially
 13 and then you don't because they can't back
 14 it up with the --
 15 Q. What about Steed vs. Donna's Pub in 1995?
 16 A. Yes.
 17 Q. And it looks like Patricia Nigro was
 18 involved in that one?
 19 A. He settled that claim. He got beat up. I
 20 remember that one. That was outside.
 21 Q. So it was the plaintiff had some injuries
 22 and ended up being settled?
 23 A. Right.
 24 Q. Bruno vs. Donna's Pub, and it was Patricia

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1 Nigro involved again.
 2 A. No. I don't know.
 3 Q. Then Donna's Pub doing business as Cai's
 4 Food and Spirits vs. -- it looks like David
 5 Caiazzo and Elmer Evans?
 6 A. Yes. That's what the settlement was with
 7 those two back then.
 8 Q. With respect to them wanting to be involved
 9 in the business?
 10 A. Yes. They tried to hold up the building of
 11 the second -- of Cai's. They were out of
 12 the first bar that was Cai's Play-off Pub.
 13 When I started building the second one, they
 14 tried to hold it up because I couldn't hold
 15 two liquor licenses to force me into
 16 settling with them which we did anyway. I
 17 didn't mind. Just as long as I was doing it
 18 myself and I couldn't have those two with me
 19 but --
 20 Q. There was also the litigation with respect
 21 to the lease. That wasn't included in
 22 there, was it?
 23 A. Which lease?
 24 Q. You said there was a superior court action

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1 with respect to the lease?
 2 A. At Scuttlebutts?
 3 Q. Yes.
 4 A. Right.
 5 Q. Tell me who the parties were in that case.
 6 A. The parties were Salem Lafayette, LLC.
 7 That was the landlord that had submitted
 8 about 50 pages of threatening to quit, no
 9 paying. Rents were sitting in his -- it was
 10 just beyond control. But anyway --
 11 Q. It was in Essex Superior Court?
 12 A. Yes.
 13 Q. And was it just Salem Lafayette vs. Jenna's
 14 Pub, Inc. doing business as Scuttlebutts?
 15 A. Yes.
 16 Q. And was that filed in 2001 or prior to that?
 17 A. I have no idea.
 18 Q. Okay. And is there any other litigation
 19 that you're aware of that?
 20 A. No. But I will send you all the new ones
 21 coming up as soon as I come back even with
 22 all the money I lost.
 23 Q. Okay. And as I understand it, you are
 24 considering a claim against Kelley

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1 Landolphi?
 2 A. Correct.
 3 Q. And you're considering a claim against Salem
 4 Lafayette or --
 5 A. Yes. We are going to file a claim against
 6 Salem Lafayette because I wrote them a check
 7 for \$75,000, and he illegally and
 8 fraudulently filed an illegal creditor's
 9 amount.
 10 Q. I just want to go over the different --
 11 A. Yes.
 12 Q. So you have the claim with Kelley Landolphi
 13 for his malpractice?
 14 A. Yes.
 15 Q. And then Salem Lafayette on account of the
 16 alleged breaking of the lease and the
 17 money --
 18 A. Potentially. And working with the City of
 19 Salem.
 20 Q. And then you also have a pending claim
 21 against Attorney Collins, right?
 22 A. Yes.
 23 Q. And are there any other pending claims?
 24 A. I don't think so.

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1 Q. And are there other claims you're
 2 contemplating?
 3 A. Not that I know of.
 4 Q. Okay.
 5 A. I have to go after Joseph Bocelli for the --
 6 that's the criminal thing where he sold all
 7 my liquor and all the equipment. And Kelley
 8 Landolphi has since been disbarred.
 9 Q. Are you considering a civil litigation
 10 against him?
 11 A. Landolphi?
 12 Q. Like you did with Collins?
 13 A. Anything that he has I'm going after. This
 14 guy cost me about 1.5 million. I had the
 15 business sold at the time he screwed up, not
 16 once, but he did it about four, five times.
 17 Q. Which business?
 18 A. Scuttlebutts. I was wondering how they
 19 passed the bar after listening to these
 20 people all these years. It is just amazing
 21 how they are going to have to turn this
 22 thing up a little bit and make it a little
 23 more difficult for some of my past attorneys
 24 to get reinstated.

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1 Q. You filed a BBO claim against Collins?
 2 A. Correct.
 3 Q. What was the resolution of the BBO claim
 4 against him?
 5 A. Well, it was so involved that they couldn't
 6 -- they didn't have the time to get involved
 7 with it.
 8 Q. Did they instruct you to just file a civil
 9 claim?
 10 A. Yes. Get a civil claim.
 11 Q. That's what you did?
 12 A. Right.
 13 Q. What is the status of that litigation?
 14 A. To be honest with you, we haven't got into
 15 it yet. We just filed initial paperwork and
 16 that's it.
 17 Q. You have filed suit, right?
 18 A. I think we have.
 19 Q. And you haven't had your deposition taken
 20 for that case?
 21 A. No. I'm looking forward to that one.
 22 That's about 11 counts.
 23 Q. I believe you told us that, and please
 24 correct me if I'm wrong, that it does not

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1 have anything to do with his involvement in
 2 the three different claims that you have
 3 pending in this action?
 4 A. No.
 5 Q. What I said is correct?
 6 A. Correct. He does not have anything
 7 whatsoever to do with these three claims.
 8 He's into the big stuff.
 9 Q. All right. In the other lawsuits that we
 10 covered, did you have your deposition taken
 11 in any of those lawsuits?
 12 A. I don't know. It was just probably a
 13 couple. Mostly those were all just -- like
 14 I told you initially, they were just
 15 settled. I don't know how many depositions
 16 there was. Maybe --
 17 Q. I believe you already testified that you
 18 have had your deposition taken before;
 19 correct?
 20 A. Correct.
 21 Q. And can you tell me the cases where you had
 22 your deposition taken?
 23 A. No. I don't remember. There's only --
 24 Q. Well --

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1 A. I probably had to take about four of them.
 2 Q. Do you recall who was representing you at
 3 those depositions, the attorney that was
 4 representing you?
 5 A. One was George Warren, and another one was
 6 -- I don't know. It was maybe probably
 7 about three.
 8 Q. Okay.
 9 A. Maybe three times.
 10 Q. You don't remember any of the other
 11 attorneys other than George Warren?
 12 A. No. They weren't all that involved. Most
 13 of them were all -- couple of those were the
 14 bar was included. You know how they sue
 15 everybody? So the ones, the names I didn't
 16 recognize, they were either dismissed, or
 17 they were settled by the insurance company
 18 or --
 19 Q. Okay.
 20 A. -- someone else was involved. I don't
 21 remember those names. I didn't ever have to
 22 do any depositions on that.
 23 Q. Okay.
 24 A. I did one -- I really don't remember.

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1 There's probably about three of them, no
 2 more than three. Four is stretching it.
 3 Q. And as I understand it and from what you
 4 have testified to and what your attorney has
 5 represented to us, you have produced in this
 6 case all of the documentation that you still
 7 have with respect to the insurance policies
 8 that you had in effect when you were running
 9 Scuttlebutts; is that correct?
 10 A. Well, you're going to have to say that one
 11 again because the paperwork that I have I
 12 gave to you.
 13 Q. That's what I'm saying. I understand.
 14 A. The paperwork I don't have is what could
 15 possibly be thrown away.
 16 Q. And I understand. But I just want to get on
 17 the record is whatever you have in your
 18 possession with respect to your claims in
 19 this case regarding insurance documentation
 20 you have provided to us through your
 21 attorney; correct?
 22 A. Correct.
 23 Q. Okay.
 24 A. The only other thing that I don't have is

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1 what Medallion Insurance over the last five
 2 years has neglected to show or even -- I
 3 mean they are the agent. They are required
 4 by law to tell me what I can collect and if
 5 I'm covered or not and whatever. They
 6 didn't do anything. As a result, I had to
 7 pay \$35,000. I had to pay this. I had
 8 to --
 9 Q. I understand what your claims are.
 10 A. I want you to be sure now what happens when
 11 you mention that how it dropped
 12 substantially there from \$1,400 to \$1,300 to
 13 9, I was paying more money down on my
 14 policy.
 15 Q. Okay.
 16 A. So that reflects not only the coverage drop
 17 just in the liquor liability. But if I
 18 hadn't put down \$4,600 or whatever, then the
 19 payment instead of \$798 would have been
 20 \$1,100 or \$1,200. See what I'm saying?
 21 Q. I understand. And we have gone over the
 22 details of what you --
 23 A. I want you to know there that when John
 24 D'Addario says you're not covered and the

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1 owner says you have no insurance and then
 2 they turn around and say he was canceled in
 3 November, they clearly show negligence over
 4 and over and over and over again. And as a
 5 result, this is my problem here. When you
 6 can't get an answer from the insurance
 7 company on all the hundreds of thousands of
 8 dollars I pay these people, that's what
 9 bothers me. So when you ask for
 10 documentation, the other side should come up
 11 with -- they are going to have to come up
 12 with something.
 13 Q. I'm not saying that you should have anything
 14 else. I just need to know from my own
 15 records.
 16 A. I gave you everything I have, and I would
 17 love to have the rest of what D'Addario has.
 18 Q. Let me just try and have a clean record and
 19 get it out. I'm not saying you should have
 20 anything or that there is anything else. My
 21 question to you is: You have in this
 22 litigation through the documents, produced
 23 by your attorney and the supplemental
 24 documents produced, produced all of the

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1 documents you have to support the claims in
 2 this case?
 3 A. Yes.
 4 Q. Okay.
 5 MS. FLORIO: That's all I have.
 6 (Whereupon the deposition concluded
 7 at 3:05 p.m.)
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1 CERTIFICATE
 2
 3 COMMONWEALTH OF MASSACHUSETTS
 4
 5
 6 I, Aida Correia, Court Reporter and
 7 Notary Public in and for the Commonwealth of
 8 Massachusetts, do hereby certify that the
 9 foregoing transcript of the deposition of
 10 STEPHEN D. CAIAZZO, having been duly sworn,
 11 on Friday, June 10, 2005, is true and
 12 accurate to the best of my knowledge, skill
 13 and ability.
 14 IN WITNESS WHEREOF, I have hereunto
 15 set my hand and seal this 10th day
 16 of June, 2005.
 17
 18
 19
 20 Aida Correia
 21 Notary Public
 22
 23
 24 My commission expires: June 18, 2010

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1 DEPONENT'S ERRATA SHEET
2 AND SIGNATURE INSTRUCTIONS
3

4 The original of the Errata Sheet has
5 been delivered to Kerry D. Florio, Esq.

6 When the Errata Sheet has been
7 completed by the deponent and signed, a copy
8 thereof should be delivered to each party of
9 record and the ORIGINAL delivered to
10 Kerry D. Florio, Esq. to whom the original
11 deposition transcript was delivered.

12
13 INSTRUCTIONS TO DEPONENT
14

15 After reading this volume of your
16 deposition, indicate any corrections or
17 changes to your testimony and the reasons
therefor on the Errata Sheet supplied to you
and sign it. DO NOT make marks or notations
on the transcript volume itself.

18
19 REPLACE THIS PAGE OF THE TRANSCRIPT WITH THE
20 COMPLETED AND SIGNED ERRATA SHEET WHEN
21 RECEIVED.
22
23
24

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1 ATTACH TO THE DEPOSITION OF STEPHEN D.
2 CAIAZZO
3 CASE: STEPHEN D. CAIAZZO - VS - THE
4 MEDALLION INSURANCE AGENCIES, INC.

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ERRATA SHEET

INSTRUCTIONS: After reading the transcript
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therefor on this sheet. DO NOT make any
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(before a Notary Public, if required).
Refer to Page 190 of the transcript for
errata sheet distribution instructions.

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21 I have read the foregoing transcript
22 of my deposition and except for any
23 corrections or changes noted above, I hereby
24 subscribe to the transcript as an accurate
record of the statements made by me.

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